



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Tuesday, July 6, 2021, 7:00 p.m.

**If you wish to provide written public comment regarding any items below by email, please provide them by noon on July 6, 2021 to cityclerk@gardnerkansas.gov. The meeting will be open to the public **

**Watch this meeting live on the City's YouTube channel at
<https://www.youtube.com/user/CityofGardnerKS> **

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on June 21, 2021
2. Standing approval of City expenditures prepared June 18, 2021 in the amount of \$601,734.93; June 25, 2021 in the amount of \$554,164.34; and June 25, 2021 in the amount of \$47,960.55
3. Consider authorizing the execution of an agreement with Stantec Consulting Services Inc. to assess the roads of the City of Gardner

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the Moonlight Road Safe Routes to School project
2. Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas
3. Consider adopting an ordinance amending Chapter 5.20.090 of the Municipal Code of the City pertaining to original package sales of alcoholic liquor
4. Consider adopting an ordinance amending Chapter 10.15.050 of the Municipal Code of the City pertaining to truck route violations

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 – 81

June 21, 2021

The City Council of the City of Gardner, Kansas met in regular session on June 21, 2021, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Council President Todd Winters presiding. Present were Councilmembers Mark Baldwin, Kacy Deaton, Randy Gregorcyk, and Tory Roberts. City staff present were City Administrator James Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonzalo Garcia; Parks and Recreation Superintendent Adraina Holopirek; Community Development Planner Bob Case; Public Works Director Kellen Headlee; City Attorney Spencer Low; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in. Mayor Steve Shute was absent.

CALL TO ORDER

There being a quorum of Councilmembers present, Council President Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Council President Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

1. Presentation of the 2020 Audit and Comprehensive Annual Financial Report

Finance Director Matt Wolff said this is the seventeenth year that the City has prepared a Comprehensive Annual Financial Report; all sixteen previous annual financial report were award winners. In the continued pursuit of excellence, the latest annual report will again be submitted for a Certificate of Achievement for Excellence in Financial Reporting with the Government Finance Officers Association (GFOA). The City's independent auditing firm, Allen, Gibbs & Houlik, L.C. completed the audit of the 2020 financial records. Mike Lowry, Senior Vice President, Assurance, and Brian Holst, Senior Management, Assurance, with AGH will present the completed 2020 Audit to the governing body. Mr. Holst said included in the financial audit is compliance with laws and regulations, internal control processes, and ensuring that the city's books and records accurately reflect the year. He reported they didn't find any problems or issues. The audit opinion is 'unmodified', which is the best opinion they can get. Mr. Holst shared information on the single audit, which occurs when the city receives more than \$750,000 in federal funding in a year. The additional \$650,000 received in COVID funding pushed the city over the threshold. There were no findings or issues. The packet included the governance letter, which includes several items of required communication. There was nothing new to implement this year. The audit went smoothly, and there were no major adjustments. The main accounting estimates are related to pension and retiree health benefits. The liabilities for those are calculated by external actuaries, and then AGH recalculates the amounts to make sure they are recorded in the city's financials appropriately. Additionally, they review the city's utility allowance for receivables. Because audit went smoothly, there were no major problems, and there were no findings. The city was well prepared for the audit. They appreciate Mr. Wolff, Nancy Torneden, and Jackie Schulz for their preparation. The city has a great staff.

2. Presentation of GFOA's Distinguished Budget Presentation Award

Council President Todd Winters said the GFOA has awarded the city with the Distinguished Budget Presentation Award for its biennial budget for the fiscal year beginning January 1, 2021. This is the 7th consecutive year the city has received this distinguished award. The award reflects the commitment of the governing body and staff to meet the highest principles of governmental budgeting. To receive the budget award, the city satisfied nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide, and a communications device. Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award. To say they have an excellent staff is an understatement.

3. 2021-2022 Budget

Finance Director Matt Wolff said the governing body formally approved the 2021 budget and conditionally approved the 2022 budget last year. The proposed 2022 budget is substantially the same except for adjustments in revenues,

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 82

June 21, 2021

personnel requests, and vehicle requests. Revenues are strong. the 2021 YTD sales and use tax is approximately \$338,000 or 16% increase over 2020 YTD, based on 5 months of data. The new valuation estimate saw a 7% increase. The current mill rate is 20.665; the revenue neutral rate (RNR) is 19.278. There are pending tax appeals that could lower the 2021 estimated assessed value. Keeping a flat mill rate and capturing the valuation increase would increase property taxes on the average Gardner single-family home by \$3.26 a month. For this analysis, the assumed average Gardner home appraisal is \$245,000. RNR would decrease the mill rate by 1.387. The value of a mill is approximately \$247,000. This would lower property tax collections by \$342,000. It would lower the city's allocation of motor vehicle tax and county sales tax in future budgets. There are 7 new position requests for the 2022 budget year, with an estimated salary increase of \$349,300. Staff will begin the hiring process for most of the positions in the 4th quarter of 2021, but the positions will not be filled until 2022. There are three position reclassifications in the 2022 budget and a merit pool increase of 3% or \$283,100. Other budget requests include a Vehicle & Equipment Replacement Fund (VERF). This would create a fund for replacement of vehicles and equipment, identify a mechanism for funding of fleet assets, move toward centralized fleet management, and establish a budget placeholder. The funding mechanism would include annual contributions from departments/funds to the VERF based on vehicle or equipment replacement cost, inflation factor, and expected useful life of the asset. The VERF excludes Electric Utility and Police Department. Vehicles and equipment from these departments are not currently managed by PW Operations/Fleet Services. There is \$190,000 budgeted for Police Department patrol vehicle replacements in the General Fund. Staff is researching best practices for evaluating and authorizing the purchase, replacement, elimination, and disposition of vehicles and equipment based upon age, maintenance history/costs, utilization, and business needs. It's requested that the 2021 revised budget and 2022 budget include placeholders for funding this program. Staff will continue to develop the program and bring it back to council for approval prior to spending the funds. The target General Fund balance is 30%. Staff predicts the end of 2021 will be 38%, inflated due to the CARES money received and strong sales tax performance. By the end of 2022, it would drop to 33%, and the 2025 projection is back to the target 30%. Staff seeks direction from council on new positions, vehicle replacement, and mill levy.

Councilmember Baldwin asked how staff projects the sales tax number. Wolff said it will plateau; sales tax is volatile. City sales tax is currently better than county sales tax. In the out years, they show a 3% increase for city sales tax and 2% for county, but it will vary on the year. The further out, the less they show in assumption growth.

Councilmember Deaton asked if a civilian position was discussed in the Police Department. City Administrator Pruetting confirmed. They had 17 position requests. Staff prioritized them, held meetings, and narrowed to the list included. There is no need at this time for more front desk clerks; there hasn't been a service demand. The police officer positions are more important. Councilmember Roberts is okay with positions, but noted the pay seems low for police officers. Pruetting said other positions and wage growth are catching up.

Councilmember Gregorcyk noted concerns that the mill rate loses 1.3 with Senate Bill 13. Wolff said that's if they choose to stay at the Revenue Neutral Rate (RNR). They will need to notify the county by July 20 if they plan to exceed or maintain the revenue neutral rate. Gregorcyk clarified that one mill is \$247,000. Wolff confirmed and noted it changes every year. Roberts inquired if they keep the RNR, would they have enough funding to support the requests, or do they need to keep the current mill rate. Wolff said it will have a large impact on the fund balance in the out years. It's not just \$340,000 this year, but all future years.

Councilmember Winters said this is something they decide annually. Starting behind is not a good way to do it. What does the \$231,000 in the general fund for the vehicle replacement fund cover? Wolff said the new program evaluates the fleet, considers replacement costs, and divides it by the useful life of the asset. That calculates an annual contribution. Over time, the VERF should cover the replacement of all vehicles. It does not include Police in the general fund. Pruetting said it would avoid surprise replacements. If a vehicle comes up for replacement, but is still functional, they can put off replacement and adjust the fund accordingly. They have vehicles that need to be replaced now, but don't have funding. They do a good job of rotating police cars. Now is the time to add the fund so they know the expenses on an annual basis. Gregorcyk asked what is the percentage that each department contributing. Director Headlee said the dollar amounts correspond to the vehicles' annualized capital replacement

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 83

June 21, 2021

costs. The annual dollar values would shift, and staff can adjust the fund every year, but the intention is to annualize the capital replacement cost of the fleet.

Councilmember Deaton asked if the projections are keeping mill levy the same. Wolff said yes, the fund balance projections include all the position and vehicle requests and assume a flat mill levy. Gregorcyk clarified at 20.665. Wolff confirmed and noted it would add \$3.26 per month extra property tax. If they stay revenue neutral, they drop to a fund balance of 24% by 2025. They can go in between if that is what the governing body wants. Roberts supports holding the current rate. Councilmember Baldwin disagrees; not seeing the problem in going down to 24-25 percent in the fund balance because they will still have good bond rating. By 2025, they could have new tax revenue coming in from the Grata development. If they need to adjust, it will be a smaller amount spread across more buildings. He supports the RNR. Gregorcyk said they may not get 100% credit for the growth with Grata. Pruetting said its speculation. If something goes wrong, it's better to be in a position of strength. Baldwin said they will still be in a good position next year and can see how the development progresses. They don't have to make a 5-year decision now. Then can adjust the mill the next year. Gregorcyk asked what the savings is to the resident going from 20.665 to 19.278. Wolff said they would pay the same they paid the previous year, or slightly less with new growth. Staff presented it this way because of the sewer infrastructure that is coming. When updating rate studies, staff will expand the conversation to the total cost of government. As sewer rates go up, they can look at electric or mill rate reduction to offset the increase versus a new tax. Gregorcyk asked what it would look like to go with the RNR and would they be able to fund to the whole. Wolff said the fund balance would drop to 24% by 2025. They would be able to fund everything, but it would create a long-term deficit. The further out in the forecast, it drops significantly after 2025. If that is council's direction, they may discuss removing some requests so they don't create a structural deficit. Gregorcyk suggested a side-by-side comparison. Wolff said they have a timeline to inform the county if they intend to exceed or maintain the RNR. If there isn't support to go lower than the RNR, they should inform the county. The state recommends informing the county and holding a public hearing even if they plan to maintain the RNR. The way it's calculated, they could be penalized by tax appeals if they don't.

Councilmember Winters noted it sounds like they have consensus to keep or exceed the current mill rate. Wolff asked what information the council needs in the near future. Gregorcyk asked what it looks like to reduce to the RNR and fund the requests. Wolff said the fund balance drops to 24% by 2025. After that, it drops more because long-term forecasts assume that costs go up faster than revenues. They can fund all requests, but they will spend down the fund balance more quickly. Pruetting said, before the pandemic, the goal was between 23-25%. The city was low in county municipalities and less prepared for emergency. They managed it, but if they had been in a position of weakness, it could have affected the bond rating and the level of city services. That prompted changing the target to 30%. There is a desire to lower taxes, but they don't know what will happen in the next year, or when the federal funds stop. They don't know what that will do to sales tax numbers, or what it will do to the long-term financial outlook. Wolff said another reason for maintaining a 30% fund balance is that they have taken on more debt in recent years with the growth experienced, and they will need to take on more with sewer infrastructure coming. Knowing that the debt load is getting heavier, it shows strength to boost reserves and gives comfort to rating agencies. Winters doesn't want to raise taxes, but keeping the mill level where it is puts the city in a better position as they look ahead. If the fund balance is even higher next year, they can reduce. Roberts agreed, saying that there are many unknowns. They don't want to get too low; she supports the current mill rate. Baldwin asked what fund balance is comfortable for everyone. Roberts said 30% is okay, but that puts them too low in 5 years. Baldwin suggests having 2022 go down to 30% and adjust it then. There is no gain of doing it today; give it to the people for a year. If they prefer another number, they need to decide that. Pruetting said when they had a large fund balance, and started to spend it down on an annual basis, the fund balance was going down. During a pandemic, they wouldn't have been able to arrest the fall without making cuts to services or staff. When the fund balance was going down, they were spending early with no plan to stop. The growth captured wasn't enough to stop the fall of the fund balance. Wolff noted adding expenditures is not a one-time thing. When they add positions, they create structural deficits. The balance goes from 38 to 33 to 30, but it flattens out to land on the target fund balance over time. They add recurring expenditures that draw down the fund balance, but do it in a way that by the end of the five-year forecast, they are structurally balanced. Baldwin asked what the 2022 target fund balance will be if they don't add positions or the VERF. Wolff doesn't have in front of him. Baldwin said if it's still 35%, and the

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 84

June 21, 2021

target is 30%, they have collected too much money from residents. They don't need to make a decision to spend a lot or keep mill rate the same this year. There will be more to spread it over in the coming years. Gregorcyk doesn't have enough data to make a good recommendation. Winters said they have consensus to keep the mill the same or go revenue neutral. Wolff asked if they want to see structural deficits under different scenarios. Do they want to capture the valuation to support the positions and vehicle requests? What information does council want to see? Baldwin said staff did a good job of making the numbers match the mill levy difference. There's an option to do none of those changes, or pieces of the changes. All the options will change the numbers. From the current numbers, the fund balance will be up if they do anything other than accept everything. Wolff said when setting budget policy, they can determine if they don't want to replace certain positions or set the vehicle program. If they think it's necessary for the community, it's up to where they want the mill rate. They could set the target mill rate, and staff can return with recommendations to get to that level. The city administrator and directors can prioritize the requests. They can capture all valuation or they could go through the neutral rate, but new improvements may be 1.5 and they account for inflation and come in at 3.5%. It depends on the level of service they want to provide based on new positions and equipment versus where they want the mill. Baldwin said they have numerous options. Deaton supports keeping the mill levy the same as it is currently. Winters suggests sending questions to staff over the next two weeks, but they have consensus to notify the county that they will remain revenue neutral or higher.

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

- 1. Standing approval of the minutes as written for the regular meeting on June 7, 2021**
- 2. Standing approval of City expenditures prepared June 1, 2021 in the amount of \$10,925.20; June 4, 2021 in the amount of \$808,906.30; June 7, 2021 in the amount of \$22,154.82; and June 10, 2021 in the amount of \$950,861.01**
- 3. Consider authorizing the execution of a contract with Gardner Animal Hospital for animal boarding and care**
- 4. Consider authorizing a contract with Brungardt Honomichl & Co., P.A. (BHC) for construction inspection services on the US-56, Sycamore to Old 56 Reconstruction Project**
- 5. Consider authorizing the execution of U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act**
- 6. Consider authorizing the execution of a contract with Cohorst Enterprises Inc. to abandon and replace the damaged 6" water main crossing 56 Hwy at Cedar Street**
- 7. Consider authorizing the execution of Change Order #2 for Prairie Trace Sanitary Sewer Improvements**
- 8. Consider authorizing the execution of a contract with Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St Project**
- 9. Consider authorizing the execution of a contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program**
- 10. Consider authorizing the execution of a Change Order with Phoenix Concrete LLC. for the 2021 Pavement Management Program (PMP) – Concrete project**

Councilmember Winters asked to remove item 8 from the Consent Agenda.

Councilmember Gregorcyk asked to remove item 5 and 9 from the Consent Agenda.

Councilmember Deaton made a motion to approve items 1-4 and 6-7 and 10 on the Consent Agenda.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 85
June 21, 2021

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 5, Consider authorizing the execution of U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act

Councilmember Gregorcyk asked what the disbursement is, how is it made, what is it intended for? Director Wolff said the total disbursement is around \$3.3 Million. It will come in two disbursements. The first half will be in July, and the next one will be 12 months after the first. There are general guidelines for use. Staff is researching the details and will return to council before spending funds. Water and sewer infrastructure are included, but roads are not. The funds could help reduce future rate impacts on ratepayers. The state recommends using it for one-time infrastructure improvements.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute the U.S. Department of Treasury Coronavirus State and Local Fiscal Recovery Funds Terms and Conditions and Title VI Assurances in connection with the American Rescue Plan Act.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 8, Consider authorizing the execution of a contract with Amino Brothers Co., Inc. for the Waverly Road, US-56 to Fountain St Project

Councilmember Winters noted it came in below budget. Pruetting confirmed. Winters asked if this would connect a sidewalk to Kill Creek Rd. Pruetting confirmed, they will get a trail from Waverly to Kill Creek Rd. All options discussed, the extension south of Santa Fe to 56, north of Madison to Fountain St, are going to be in the project.

Councilmember Winters made a motion to authorize the City Administrator to execute a contract with Amino Brother Co., Inc. for the Waverly Road, US-56 to Fountain St Project in the amount of \$2,378,159.45 and authorize the City Administrator to approve construction related Change Orders up to an additional \$120,000 (5%).

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of Consent Agenda Item 9, Consider authorizing the execution of a contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program

Councilmember Gregorcyk asked if staff could self-perform with equipment and staffing. Staff provided a thorough response via email. Gregorcyk asked at what point they are able to self-perform. Director Garcia said with power lines there would be an additional safety concern. They would need to hire personnel with experience in this work. They would also need to provide equipment. Staff provided costs associated with that. The cost savings between outsourcing and in-house is minimal, and that doesn't account for the safety aspect. Gregorcyk said they have done it for so many years, and thought there was opportunity to consider in-house. Garcia said he can look into it. Councilmember Roberts said it's a worthwhile and valuable service. Councilmember Baldwin said the safety issue is a problem. They never get ahead; now they are in a maintenance phase. As long as there is a safety issue, and the city doesn't have resources, they can't self-perform soon.

Councilmember Gregorcyk made a motion to authorize the City Administrator to execute a five-year contract with Asplundh Tree Expert, LLC for the 2021-2025 Electric Line Clearance Tree Trimming Program in the amount of \$55,000 per year.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

- 1. Consider accepting the dedication of right-of-way and easements on the final plat for Aspen Creek V**
- 2. Consider accepting the dedication of right-of-way and easements on the final plat for Meadows of Aspen Creek II**

Councilmember Deaton made a motion to approve the Planning & Zoning Consent Agenda.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

COMMITTEE RECOMMENDATIONS

- 1. Consider adopting an ordinance approving a rezoning from C-O (Office building) and RP-3 (Planned Garden Apartment) Districts to R-2 (Two-Family Residential) District located at the Northwest corner of 175th Street and Kill Creek Road**

Planner Bob Case said this is an example of a fill-in development on the west side. It was part of a project in the early 2000s that never developed. The reason for the zoning change is that a small piece was zoned for office, while the rest was zoned for garden apartment. The R-2 is less intensive zoning for duplex development.

Councilmember Gregorcyk made a motion to accept the recommendation of the Planning Commission and approve an ordinance changing the zoning classification or districts of certain lands located in the City of Gardner, Kansas, under the authority granted by Title 17 of the Municipal Code of the City of Gardner, Kansas

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2707.

Roberts:	Yes
Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Shute:	Absent

- 2. Consider authorizing the execution of a contract for the 2021 Cured In Place Pipe (CIPP) Rehabilitation project**

Utilities Director Gonz Garcia provided a brief background that the Infiltration & Inflow (I&I) program was a recommendation from the 2017 Wastewater Master Plan. The program was implemented in 2018. The city's consultant did flow monitoring and field investigation and identified Big Bull 2 Sub Basin as having the highest priority. In 2019, they made some repairs, and now they are moving to this repair. This process is called Cured In Place Pipe (CIPP), in which the existing clay pipe will be coated with a resin that will basically form a new pipe inside the existing pipe, sealing all the cracks and split joints. It is a trenchless method. They will recoat around 2 miles of pipe.

Councilmember Gregorcyk asked how they verify that the length of pipe has been sealed. Garcia said they would do new flow monitoring tests to verify how much I&I is reduced. When this coating is used, they can expect 30-40% reduction. It will also extend life of the clay pipe for 20-30 years. The process is a liner that goes between manhole to manhole that is inflated and seals cracks on the interior of the pipe.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 87
June 21, 2021

Councilmember Deaton made a motion to authorize the execution of a contract for the 2021 CIPP Rehabilitation project to SAK Construction, LLC., in an amount not to exceed \$399,516.50

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

3. Consider authorizing the implementation of a Pilot Utilities Rebate Program for 2021 to be funded from the Electric Fund and from the Water Fund

Utilities Director Gonz Garcia said the city had an LED incentive program sponsored by the state in 2010. Residents who opened new accounts with the city were given 5 LED light bulbs. The program lasted one year. In 2017, UAC asked if there was a rebate program. Staff research discovered that many rebate programs were focused on installation of smart thermostats, LED bulbs, and other energy efficient appliances. Last year, UAC asked if staff could implement a residential rebate program, focusing on thermostats, LED bulbs, smart power strips, and water irrigation controllers. Home Depot and Ace Hardware can help implement this program using a coupon system. They can do a percentage off or set dollar amount. Staff is seeking approval from council before beginning.

Councilmember Deaton noted that they can only purchase items at Home Depot or Ace. If her HVAC company installs a smart thermostat when they replace her air conditioner, that wouldn't count because the coupon is only for those two stores. Garcia said it would be a council decision on how much flexibility they want to provide.

Councilmember Gregorcyk asked if it would be first come/first served. Garcia confirmed, up to the cap limit.

Councilmember Roberts likes the local component, but also supports accepting receipts if an item is purchased somewhere else. Garcia said the reason they chose the two stores is that they can give a coupon. If someone purchases a thermostat with a \$100 rebate, that will be billed to the city. How will staff do that manually? Roberts suggested a credit on the next month's utility bill. Garcia said that will include other departments and staff. Deaton said they can submit receipts for approval, but that involves Finance mailing checks. Deaton asked why Lowe's wasn't included. Garcia said Ace is in town, and Home Depot is 3 miles up the highway, and Walmart doesn't have the variety of products.

Councilmember Baldwin said the theory is that residents would use less, the city generates less, but that doesn't happen. He researched and found nothing about these programs that is beneficial to the utility. If it's not beneficial to the utility, then the city is subsidizing someone's purchase. He is not in favor of the program, unless they can produce data that shows benefit to the city's load factor. Councilmember Gregorcyk said if there is a positive, it's negligible.

Councilmember Deaton said the packet instructed residents to call and get pre-approval. Garcia said they would publish what devices are included. Deaton asked if residents would print off a coupon and take it to the store. Garcia said Home Depot give the coupons to the city, and staff provides it to the customer. Councilmember Roberts said it will take staff time. Many will go through their own HVAC and not use this service. There is no good way to reimbursing them without causing more work.

Director Garcia brought the recommendation from the UAC for the council. Baldwin said there isn't a return on investment. Councilmember Winters doesn't think it's the right project for the city.

The item failed due to lack of motion.

OLD BUSINESS

NEW BUSINESS

1. Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas

Finance Director Matt Wolff said the city is scheduled to sell approximately \$5,100,000 principal amount of General Obligation Bonds (Series 2021A) and approximately \$2,255,000 of principal amount of taxable General Obligation

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 88
June 21, 2021

Bonds (Series 2021B) on July 19, 2021, at 11:00 a.m. The bond sale documents prepared by Municipal Advisor Kimmel included the estimated costs of issuance and debt service schedules for wastewater system improvements, current refunding of 2011A and 2012A bonds, and current refunding of 2019C and 2019D temporary notes. This resolution authorizes preparations to facilitate the sale of the bonds.

Councilmember Winters asked why the sale was set so far in the future. Director Wolff said there's a few weeks before moving on to the next step in the bond sale process. Bond Counsel Tyler Ellsworth said they need time to work with staff and with Ehlers to prepare the offering document, gather and verify the information, and then time to publish the offering document to the market ahead of the sale. The process typically takes 4-6 weeks.

Councilmember Deaton made a motion to adopt a resolution authorizing the offer for public sale of certain General Obligation Bonds of the City of Gardner, Kansas

Councilmember Gregorcyk Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2085.

Baldwin:	Yes
Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes

2. Consider accepting a voluntary annexation with landowner consent

Planner Bob Case said this is a voluntary annexation comprised of 100 acres between Madison and 167th, and Poplar and Waverly.

Councilmember Baldwin asked why this is coming forward now. Mr. Case said they have an application for rezoning from RUR to R-4.

Councilmember Deaton made a motion to accept the Voluntary Consent Annexation request of the Beverly Burgdorfer Revocable Trust property, for Jude Burgdorfer and Janet Davis, Trustees and adopt Ordinance No. 2708, an ordinance annexing land to the City of Gardner, Kansas

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2708.

Deaton:	Yes
Winters:	Yes
Gregorcyk:	Yes
Roberts:	Yes
Baldwin:	Yes

COUNCIL UPDATES

City Clerk Rose noted that the state recently changed the liquor law regarding Sunday sales. The new law changes the time that stores can sale from noon to 9am. In order for the city to comply with the new law, staff will bring forward a new ordinance.

Finance Director Wolff thanked his staff and especially Fiscal Manager Nancy Torneden for their work on the audit, the annual report, and the budget. This wasn't a normal budget award; last year there were a lot of changes to the requirements. They met those requirements and had a consecutive award. Wolff is proud of them.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

Page No. 2021 - 89

June 21, 2021

Deputy Administrator Nasta reminded the governing body that, as they go to election season and attend public events, they should notify staff if there is a need to publish a notice of quorum.

Utilities Director Garcia said WaterOne is about 50% finished with the water extension to Grata, and should be complete in the next month. Boring across I-35 for the sewer started last week and should be done by July 4. There was a delay on chemicals at the Hillsdale Water Treatment Plant, but they should start producing water this week.

Recreation Superintendent Holopirek said the pool is fully functional, with full staff and services. They had a high attendance of about 1300 people over the weekend. They continue to sell pool passes daily. They are two weeks out from the Independence Day celebration and people are excited.

Planner Case corrected the zoning on the Burgdorfer annexation. The zoning application is actually going to be for single-family, not R-4.

Public Works Director Headlee has a PWAAC meeting next Monday night at the Senior Center. Council approved initiating condemnation for right-of-way on the US 56 project recently. They have had to do that on 5 properties. Staff provided the condemnation procedure schedule to KDOT, and using their project timelines, they have revised the bid letting to October. Pruetting said they won't begin until all properties are acquired. Construction won't start until November. Baldwin asked why those businesses don't want a new road. Headlee said they are large corporate businesses with offices in other states, and our small ROW acquisition is not a priority.

City Administrator Pruetting said regarding truck traffic, it was suggested raising or doubling fines. They would need to change the ordinance. The prosecutors have no issue raising or doubling the fines in a specific area, or all truck routes. Pruetting recommended setting it everywhere, and asked if there is consensus to double the fine to \$200. Councilmember Roberts supported the \$200 fine on all truck routes. Gregorcyk agreed, and asked if that would include signage. Pruetting said staff are working on signage on Cherokee and in other places, and are considering larger signs. Gregorcyk said the community will appreciate it, and hope they see the desired outcome. Pruetting said they are revising SWJC area plan and will narrow focus to traffic on the southwest.

Councilmember Gregorcyk asked if staff is ready for the air show. Chief Belcher said they have had meetings, and will be going through an exercise this week, and operations plan is ready. Gregorcyk asked if the firehouse will be headquarters. Belcher said it will be command central. The Justice Center will also be open for other agencies, but the parking lot will be closed to the public. Gregorcyk asked how they will know what kind of sales tax and transient guest tax will be generated from the air show. Director Wolff said sales tax numbers are aggregated on a monthly basis, so they aren't able to define special events. Belcher said they have submitted an estimated invoice to the air show for what it costs for city staff, so they will get that money back. Gregorcyk said they can compare year to date to previous years. Wolff said sales tax is already up 16% this year, but he will try to find something. Gregorcyk asked about COVID funding. Is there a priority list that would align with requirements? Pruetting said they will have a work session once there is detailed guidance. Winters supports a work session. Gregorcyk said it equates to 13.2 mills. Pruetting said they have a great need in sewer infrastructure.

Councilmember Winters thanked Finance Director Wolff and his finance staff for their 7th consecutive budget award. Winters noted they can look at revenues and comparisons on the air show and Independence Day celebration, but the publicity alone will be good. National networks will cover it; it's great exposure. Gregorcyk said it's a great boon for the city.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Deaton and seconded by Councilmember Baldwin the meeting adjourned at 8:39 p.m.

City Clerk

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004834 583545	00	ADVENTHEALTH 002945	00	06/18/2021	601-1230-412.31-15	POST OFFER & RANDOM PHYS.	EFT:	1,214.00
						VENDOR TOTAL *	.00	1,214.00
0004999 52187	00	AMERICAN FIDELITY ADMIN SERVICES 002946	00	06/18/2021	001-1140-411.31-15	TIME & ELIGIBILITY SVCS	EFT:	101.75
						VENDOR TOTAL *	.00	101.75
0005073 E1400027VF	00	AMERICAN MESSAGING SERVICES 002951	00	06/18/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	10.37
E1400027VF		002949	00	06/18/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	47.18
E1400027VF		002947	00	06/18/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	7.37
E1400027VF		002950	00	06/18/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	42.59
E1400027VF		002948	00	06/18/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	7.37
						VENDOR TOTAL *	.00	114.88
0000566 136798	00	AMERICAN TOPSOIL, INC. 002954	00	06/18/2021	501-4130-441.52-12	DIRT	EFT:	33.00
136818		002952	00	06/18/2021	521-4230-442.52-12	DIRT	EFT:	99.00
136818		002953	00	06/18/2021	531-4330-443.52-12	DIRT	EFT:	99.00
						VENDOR TOTAL *	.00	231.00
0001986 4965358-02	00	ANIXTER, INC. 002955	00	06/18/2021	501-4130-441.53-02	HARD HAT	EFT:	24.65
4967979-00		002956	00	06/18/2021	501-4130-441.52-31	MIDLIFE CAVER CUTOUT	EFT:	323.50
						VENDOR TOTAL *	.00	348.15
0000045 13195	00	ARLAN CO, INC. 002957	00	06/18/2021	001-6130-461.52-20	POOL SUPPLIES	EFT:	1,040.00
						VENDOR TOTAL *	.00	1,040.00
0003307 IN00174745	00	ASC PUMPING EQUIPMENT- KANSAS 002961	00	06/18/2021	001-6130-461.43-01	POOL PLUMBING REPAIR	EFT:	855.00
						VENDOR TOTAL *	.00	855.00
0000250 146247	00	ASPHALT SALES COMPANY 002957	00	06/18/2021	117-3120-431.43-06	ASPHALT	EFT:	428.39
146271		002958	00	06/18/2021	117-3120-431.43-06	ASPHALT	EFT:	334.86
146290		002958	00	06/18/2021	117-3120-431.43-06	ASPHALT	EFT:	237.58
						VENDOR TOTAL *	.00	1,000.83
0004860 6082021-MAY 21	00	AT&T MOBILITY 002960	00	06/18/2021	001-2110-421.40-03	MONTHLY BILLING	1,862.78	
						VENDOR TOTAL *	1,862.78	
0005014 16409	00	ATTIC STORAGE OF GARDNER 002959	00	06/18/2021	001-6110-461.44-02	STORAGE RENT	EFT:	870.00
						VENDOR TOTAL *	.00	870.00
0001773	00	BHC RHODES						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001773 39179 39179	00	BHC RHODES PI0330 007663 PI0331 007663	00	05/20/2021 05/20/2021	403-3130-431.62-02 403-3130-431.62-02	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	EFT: EFT:	1,447.20 1,466.24
						VENDOR TOTAL *	.00	2,913.44
0002847 06082021	00	BLACK HILLS ENERGY 002959	00	06/18/2021	501-4120-441.31-15	MONTHLY BILLING	EFT:	2,668.84
						VENDOR TOTAL *	.00	2,668.84
0001199 15622	00	BLUE VALLEY PUBLIC SAFETY, INC 002959	00	06/18/2021	001-2110-421.43-02	SIREN REPAIR	EFT:	909.00
						VENDOR TOTAL *	.00	909.00
0003326 40274553	00	BMI 002959	00	06/18/2021	001-6110-461.46-02	MUSIC LICENSE RENEWAL	EFT:	368.00
						VENDOR TOTAL *	.00	368.00
0099999 2020 TAX REBATE	00	BRIAN AND SARA MOORE 002944	00	06/18/2021	001-1130-411.58-00	ANNEX PROP TAX REBATE	1,007.05	
						VENDOR TOTAL *	1,007.05	
0000347 104290-31	00	BURNS & MCDONNELL PI0333 007260	00	06/08/2021	130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	52,681.62
						VENDOR TOTAL *	.00	52,681.62
0000001 313696625-0621 313696625-0621 313680665-0621	00	CENTURYLINK 002959 002959 002959	00	06/18/2021 06/18/2021 06/18/2021	001-3116-431.40-03 001-3120-431.40-03 001-6110-461.40-03	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	21.15 39.29 65.87	
						VENDOR TOTAL *	126.31	
0000429 8405167402 8405167402 8405167402 8405167402 8405167402	00	CINTAS FIRE PROTECTION 002959 002959 002959 002959 002959	00	06/18/2021 06/18/2021 06/18/2021 06/18/2021 06/18/2021	501-4120-441.31-15 501-4130-441.31-15 521-4230-442.31-15 531-4320-443.31-15 531-4330-443.31-15	MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING MONTHLY BILLING	EFT: EFT: EFT: EFT: EFT:	66.12 238.22 149.57 114.70 149.56
						VENDOR TOTAL *	.00	718.17
0001656 4973	00	COHORST ENTERPRISES INC. PI0340 007684	00	06/03/2021	001-6130-461.31-15	POOL LEAK REPAIRS	EFT:	75,986.59
						VENDOR TOTAL *	.00	75,986.59
0001201 40495-1 40441-1 40357-1 40391-1 40366-1 40299-1	00	COMMERCIAL AQUATIC SERVICES, INC 002959 002959 002959 002959 002959 002959	00	06/18/2021 06/18/2021 06/18/2021 06/18/2021 06/18/2021 06/18/2021	001-6130-461.43-02 001-6130-461.43-02 001-6130-461.43-02 001-6130-461.43-02 001-6130-461.52-13 001-6130-461.43-01	POOL VAC REPAIRS POOL VAC REPAIRS POOL EQUIP REPAIRS POOL EQUIP REPAIRS POOL CHEMICALS POOL PLUMBING REPAIR	EFT: EFT: EFT: EFT: EFT: EFT:	148.08 250.72 400.56 401.18 3,405.92 46.35

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001201	00	COMMERCIAL AQUATIC SERVICES, INC						
						VENDOR TOTAL *	.00	4,652.81
0003640 0026890	00	CONTINENTAL RESEARCH CORP 002959	00	06/18/2021	001-3120-431.52-16	RUST PREVENTION	EFT:	197.26
						VENDOR TOTAL *	.00	197.26
0005043 25507	00	CUBE SOLUTIONS LLC PI0329 007653	00	05/28/2021	603-3150-431.61-04	CH CUBICLES	EFT:	7,771.49
						VENDOR TOTAL *	.00	7,771.49
0003716 DP2101973	00	DATAPROSE 002960	00	06/18/2021	604-1320-413.31-15	MONTHLY BILLING	EFT:	5,582.59
						VENDOR TOTAL *	.00	5,582.59
0001557 212273	00	DATCO, INC 002962	00	06/18/2021	001-2120-421.53-02	UNIFORMS	19.00	
						VENDOR TOTAL *	19.00	
0003481 817001291-21	00	DPC INDUSTRIES INC PI0334 007587	00	06/02/2021	521-4220-442.52-13	CHEMICALS	EFT:	1,140.00
						VENDOR TOTAL *	.00	1,140.00
0001762 INV50982	00	DREXEL TECHNOLOGIES INC 002960	00	06/18/2021	531-4330-443.43-10	CIPP BID POSTING	EFT:	10.90
						VENDOR TOTAL *	.00	10.90
0002511 24174	00	ENRIGHT LAWNS, INC 002960	00	06/18/2021	001-6120-461.31-15	MOWING AND TRIMMING	EFT:	3,650.00
						VENDOR TOTAL *	.00	3,650.00
0001890 742788	00	FAITH TECHNOLOGIES, INC 002960	00	06/18/2021	001-2110-421.31-15	SECURITY SOFTWARE ANNUAL	EFT:	478.00
						VENDOR TOTAL *	.00	478.00
0000086 018580589 018577843	00	GALLS, LLC 002960 002960	00 00	06/18/2021 06/18/2021	001-2120-421.53-02 001-2120-421.53-02	NAMETAG-ASHER UNIFORMS	EFT: EFT:	19.59 67.78
						VENDOR TOTAL *	.00	87.37
0001101 MAY	00	GARDNER DISPOSAL SERVICE, INC. PI0336 007625	00	06/01/2021	001-3120-431.40-02	CITYWIDE CLEANUP	EFT:	40,000.00
01-0000114	0	002960	00	06/18/2021	001-6120-461.40-02	MONTHLY BILLING	EFT:	380.00
MAY		002964	00	06/18/2021	603-3150-431.40-02	MONTHLY BILLING	EFT:	431.00
						VENDOR TOTAL *	.00	40,811.00
0099999 06152021	00	GREEN COURTE ACQUISITION IV, LLC 002962	00	06/18/2021	001-0000-348.02-00	REFUND INSPECTION FEE	12,480.04	
						VENDOR TOTAL *	12,480.04	
0003183	00	GREEN SPECTRUM MARKETING LLC						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003183 6663	00	GREEN SPECTRUM MARKETING LLC 002960	00	06/18/2021	001-6110-461.47-53	UMPIRE HATS	EFT:	395.00
						VENDOR TOTAL *	.00	395.00
0000337 11111224	00	HERITAGE TRACTOR, INC. 002367	00	05/14/2021	501-4130-441.52-04	PARTS EQ# 430	CHECK #: 129238	26.93-
						VENDOR TOTAL *	.00	26.93-
0005084 20.009.03	00	HG CONSULT, INC PI0335 007597	00	06/09/2021	130-3130-431.62-07	PROFESSIONAL SERVICES	EFT:	1,970.03
						VENDOR TOTAL *	.00	1,970.03
0000481 1500242775	00	HOLLIDAY SAND AND GRAVEL 002965	00	06/18/2021	001-3120-431.47-38	DEBRIS	EFT:	71.50
1500242776		002965	00	06/18/2021	001-6130-461.43-01	POOL REPAIRS	EFT:	286.00
1500245571		002965	00	06/18/2021	001-6130-461.43-01	POOL REPAIRS	EFT:	357.50
1500245166		002965	00	06/18/2021	001-6130-461.43-01	POOL REPAIRS	EFT:	429.00
1500245167		002965	00	06/18/2021	001-6130-461.43-01	POOL REPAIRS	EFT:	214.50
1500242775		002965	00	06/18/2021	001-6130-461.43-01	DEBRIS FROM POOL REPAIRS	EFT:	71.50
						VENDOR TOTAL *	.00	1,430.00
0005040 COG06162021	00	HSA BANK COBRA 002962	00	06/18/2021	001-1140-411.31-15	MONTHLY BILLING	155.00	
						VENDOR TOTAL *	155.00	
0000520 2021 DUES	00	ICMA MEMBERSHIP RENEWALS 002961	00	06/18/2021	001-1120-411.46-02	ANNUAL MEMBERSHIP DUES	1,400.00	
						VENDOR TOTAL *	1,400.00	
0000714 0162752-IN	00	INDEPENDENT SALT CO 002963	00	06/18/2021	001-3120-431.52-16	SALT	405.61	
0162752-IN		PI0337 007631	00	06/09/2021	001-3120-431.52-16	SALT	9,368.95	
						VENDOR TOTAL *	9,774.56	
0000274 1096368-000	00	INDUSTRIAL SALES COMPANY, INC. 002961	00	06/18/2021	001-6120-461.52-01	IRRIGATION REPAIR	EFT:	80.56
1095176-000		002961	00	06/18/2021	001-6130-461.43-01	POOL PLUMBING REPAIR	EFT:	40.68
1094607-000		002961	00	06/18/2021	001-6130-461.43-01	POOL PLUMBING REPAIR	EFT:	38.97
						VENDOR TOTAL *	.00	160.21
0004224 KCSER000959	00	INNOVATIVE CONCESSIONS ENTERPRISES 002961	00	06/18/2021	001-6110-461.52-15	CONCESSION SUPPLIES	590.40	
						VENDOR TOTAL *	590.40	
0004859 7787961	00	JACKSON LEWIS 002961	00	06/18/2021	001-1140-411.31-02	LEGAL SERVICE ADVICE	EFT:	73.00
						VENDOR TOTAL *	.00	73.00
0000108 19151324	00	K.C. BOBCAT INC 002961	00	06/18/2021	001-6120-461.43-02	BOBCAT REPAIR	238.94	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000108	00	K.C. BOBCAT INC						
						VENDOR TOTAL *	238.94	
0002806	00	KANSAS GOLF AND TURF, INC						
02-250136		002961	00	06/18/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	2,119.89
02-251681		002961	00	06/18/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	51.28
02-251574		002961	00	06/18/2021	001-6120-461.43-02	MOWER REPAIR	EFT:	163.18
						VENDOR TOTAL *	.00	2,334.35
0000421	00	KANSAS MUNICIPAL UTILITIES, INC.						
200005601		002961	00	06/18/2021	501-4120-441.46-01	TRAINING	EFT:	600.00
						VENDOR TOTAL *	.00	600.00
0099999	00	KESSLER CUSTOM HOMES						
000055467		UT	00	06/14/2021	501-0000-229.00-00	FINAL BILL REFUND	178.45	
						VENDOR TOTAL *	178.45	
0001446	00	KMEA EMP #1 OPERATING ACCT						
EMP1-GD-2021-05002961		002961	00	06/18/2021	501-0000-351.13-00	MONTHLY BILLING	EFT:	119,767.45-
EMP1-GD-2021-05002961		002961	00	06/18/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	186,594.74
						VENDOR TOTAL *	.00	66,827.29
0003513	00	KMEA- DOGWOOD						
KMEA-DG-GR-2107002961		002961	00	06/18/2021	501-4120-441.41-01	MONTHLY BILLING	EFT:	193,320.81
						VENDOR TOTAL *	.00	193,320.81
0004949	00	LEGAL RECORD, THE						
L91319		002961	00	06/18/2021	130-3130-431.62-04	BID ADVERTISEMENT	EFT:	15.41
						VENDOR TOTAL *	.00	15.41
0002979	00	LOCHNER, H W INC						
17520-1		PI0338 007681	00	06/09/2021	001-3130-431.31-10	PROFESSIONAL SERVICES	EFT:	604.00
19067-1		PI0339 007682	00	06/03/2021	551-4540-445.61-01	PROFESSIONAL SERVICES	EFT:	2,250.00
						VENDOR TOTAL *	.00	2,854.00
0099999	00	MARK STALLBAUMER						
06142021		002962	00	06/18/2021	560-3120-431.54-99	BMP PROGRAM REIMBURSEMENT	97.50	
						VENDOR TOTAL *	97.50	
0000132	00	NATIONAL SIGN CO., INC.						
IN-197039		002961	00	06/18/2021	001-3120-431.52-10	SIGNS	EFT:	750.20
IN-197038		002961	00	06/18/2021	001-3120-431.52-10	SIGNS	EFT:	581.55
						VENDOR TOTAL *	.00	1,331.75
0005101	00	NETSTANDARD INC						
27996		002962	00	06/18/2021	602-1340-413.31-15	VITAL DEVICE	EFT:	4,250.00
						VENDOR TOTAL *	.00	4,250.00
0099999	00	OCONNOR, MATTHEW						
000061037		UT	00	06/14/2021	501-0000-229.00-00	FINAL BILL REFUND	113.06	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0099999	00	CONNOR, MATTHEW						
						VENDOR TOTAL *	113.06	
0000142	00	OLATHE WINWATER WORKS						
161216 00		002961	00	06/18/2021	521-4230-442.52-12	MATERIALS	EFT:	20.00
160744 00		002961	00	06/18/2021	521-4230-442.52-12	MATERIALS	EFT:	250.00
161060 00		002961	00	06/18/2021	521-4230-442.52-32	MATERIALS	EFT:	360.00
161060 00		002961	00	06/18/2021	531-4330-443.52-12	MATERIALS	EFT:	391.50
						VENDOR TOTAL *	.00	1,021.50
0001575	00	OMEGA DOOR AND HARDWARE						
33828		002961	00	06/18/2021	603-3150-431.31-15	DOOR REPAIR	EFT:	240.00
						VENDOR TOTAL *	.00	240.00
0000256	00	OTTAWA COOP						
48397 0521		002961	00	06/18/2021	001-3120-431.52-09	DIESEL FUEL	EFT:	474.92
						VENDOR TOTAL *	.00	474.92
0000145	00	PEPSI-COLA						
52399307		002961	00	06/18/2021	001-6110-461.52-15	CONCESSION SUPPLIES	EFT:	480.14
						VENDOR TOTAL *	.00	480.14
0099999	00	PETERSEN, TRACY						
000033101		UT	00	06/16/2021	501-0000-229.00-00	MANUAL CHECK	84.77	
						VENDOR TOTAL *	84.77	
0000149	00	PRAXAIR DISTRIBUTION INC						
63940393		002961	00	06/18/2021	001-6120-461.44-02	CYLINDER RENTAL	EFT:	138.17
63968264		002961	00	06/18/2021	501-4120-441.43-02	CYLINDER RENTAL	EFT:	491.92
						VENDOR TOTAL *	.00	630.09
0000198	00	QUALITY REFRIGERATION, INC.						
13401		002961	00	06/18/2021	001-6130-461.52-15	ICE MACHINE STARTUP	EFT:	380.84
						VENDOR TOTAL *	.00	380.84
0001174	00	REDDI SERVICES						
131709959		002961	00	06/18/2021	001-6130-461.31-15	POOL LEAK DETECTION	EFT:	980.00
						VENDOR TOTAL *	.00	980.00
0000946	00	RIGHT-WAY JANITORIAL INC						
2948		PI0342 007686	00	06/03/2021	603-3150-431.42-01	MONTHLY BILLING	EFT:	10,987.62
						VENDOR TOTAL *	.00	10,987.62
0099999	00	RODNEY AND CATHY FREUND						
2020 TAX REBATE		002943	00	06/18/2021	001-1130-411.58-00	ANNEX PROP TAX REBATE	820.03	
						VENDOR TOTAL *	820.03	
0000158	00	SANTA FE AIR CONDITIONING						
186619		002961	00	06/18/2021	001-6130-461.31-15	POOL AC REPAIRS	EFT:	197.33
						VENDOR TOTAL *	.00	197.33
0004830	00	SECURITY BANKCARD CENTER						

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
05/2021		002967		00	06/17/2021	001-1130-411.31-15	CANVA 03049-0667077	EFT:	12.95
05/2021		002968		00	06/17/2021	001-1130-411.31-15	GRAMMARLY CO1Y1YMVF	EFT:	139.95
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VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
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VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
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05/2021		003007		00	06/17/2021	110-0000-421.61-04	BROWNELLS INC	EFT:	100.91
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05/2021		003073		00	06/17/2021	501-4110-441.52-20	STAPLS7329752987000001	EFT:	42.94
05/2021		003074		00	06/17/2021	501-4110-441.52-20	STAPLS7329752987000002	EFT:	17.49
05/2021		003075		00	06/17/2021	501-4110-441.43-05	CHARLIES CAR WASH #6	EFT:	36.13
05/2021		003076		00	06/17/2021	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
05/2021		003077		00	06/17/2021	501-4110-441.47-04	THE UPS STORE 5784	EFT:	17.47
05/2021		003078		00	06/17/2021	501-4110-441.52-20	STAPLS7330824018000001	EFT:	56.98
05/2021		003079		00	06/17/2021	501-4110-441.52-20	STAPLS7330981981000001	EFT:	54.48
05/2021		003081		00	06/17/2021	501-4110-441.52-20	STAPLS7331416789000001	EFT:	49.19
05/2021		003093		00	06/17/2021	501-4110-441.46-01	HYATT REGENCY WICHITA	EFT:	148.80
05/2021		003094		00	06/17/2021	501-4110-441.43-05	TRAILS WEST CAR WASH	EFT:	12.00
05/2021		003083		00	06/17/2021	501-4120-441.52-12	WAL-MART #5307	EFT:	249.60
05/2021		003084		00	06/17/2021	501-4120-441.52-12	SD MYERS LLC	EFT:	1,470.00
05/2021		003085		00	06/17/2021	501-4120-441.52-20	AMZN MKTP US	EFT:	321.27
05/2021		003086		00	06/17/2021	501-4120-441.52-04	AUTOZONE #3781	EFT:	93.55
05/2021		003087		00	06/17/2021	501-4120-441.52-12	HORNER APG	EFT:	107.47
05/2021		003095		00	06/17/2021	501-4120-441.52-12	SD MYERS LLC	EFT:	1,465.00
05/2021		003082		00	06/17/2021	501-4130-441.52-20	STAPLS7331427926000001	EFT:	53.99
05/2021		003088		00	06/17/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	76.50
05/2021		003089		00	06/17/2021	501-4130-441.53-02	DESIGN 4 SPORTS	EFT:	255.00
05/2021		003090		00	06/17/2021	501-4130-441.47-04	THE UPS STORE 5784	EFT:	13.25
05/2021		003091		00	06/17/2021	501-4130-441.52-12	AMZN MKTP US 2R3189E30	EFT:	89.95
05/2021		003092		00	06/17/2021	501-4130-441.52-12	AMZN MKTP US 2X7N57C91	EFT:	68.99
05/2021		003096		00	06/17/2021	501-4130-441.52-12	SPRAYER SPECIALITIES INC	EFT:	82.01
05/2021		003097		00	06/17/2021	501-4130-441.52-02	INDUSTRIAL SALES CO INC	EFT:	88.87
05/2021		003098		00	06/17/2021	501-4130-441.52-02	NORTHERN TOOL EQUIP	EFT:	393.65
05/2021		003099		00	06/17/2021	501-4130-441.52-31	TRAILS WEST ACE HDWE	EFT:	42.59
05/2021		003100		00	06/17/2021	501-4130-441.52-04	HERITAGE TRACTOR OLATHE	EFT:	26.93
05/2021		003101		00	06/17/2021	501-4130-441.52-12	REEVES WIEDEMAN - OLATHE	EFT:	15.74
05/2021		003102		00	06/17/2021	501-4130-441.52-02	TOMPKINS INDUSTRIES- INC	EFT:	101.16
05/2021		003103		00	06/17/2021	501-4130-441.52-01	MANN FENCE COMPANY INC	EFT:	3.24
05/2021		003104		00	06/17/2021	501-4130-441.52-04	DITCH WITCH OLATHE 010106	EFT:	152.17
05/2021		003105		00	06/17/2021	501-4130-441.52-12	SPRAYER SPECIALITIES INC	EFT:	47.62
05/2021		003106		00	06/17/2021	501-4130-441.52-02	WAL-MART #5307	EFT:	314.00
05/2021		003107		00	06/17/2021	501-4130-441.53-02	WAL-MART #5307	EFT:	254.00
05/2021		003108		00	06/17/2021	501-4130-441.53-02	WM SUPERCENTER #5307	EFT:	314.00

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
05/2021		003109		00	06/17/2021	501-4130-441.52-02	TRAILS WEST ACE HDWE	EFT:	89.71
05/2021		003110		00	06/17/2021	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	145.80
05/2021		003111		00	06/17/2021	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	13.07
05/2021		003027		00	06/17/2021	521-4220-442.43-05	OREILLY AUTO PARTS 354	EFT:	2.48
05/2021		003028		00	06/17/2021	521-4220-442.43-05	OREILLY AUTO PARTS 354	EFT:	24.43
05/2021		003080		00	06/17/2021	521-4220-442.52-20	AMZN MKTP US 2R0PQ2861 AM	EFT:	36.98
05/2021		003112		00	06/17/2021	521-4220-442.53-02	E EDWARDS WORK WEAR (OLA	EFT:	121.50
05/2021		003113		00	06/17/2021	521-4220-442.52-12	PRAXAIR DIST INC 70309	EFT:	175.11
05/2021		003114		00	06/17/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	45.35
05/2021		003115		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	65.23
05/2021		003116		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	65.38
05/2021		003117		00	06/17/2021	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	109.99
05/2021		003118		00	06/17/2021	521-4220-442.46-02	AWWA.ORG	EFT:	210.00
05/2021		003119		00	06/17/2021	521-4220-442.52-09	CONOCO - FISCA 8312	EFT:	30.00
05/2021		003120		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	65.97
05/2021		003121		00	06/17/2021	521-4220-442.52-12	ORSCHELN FARM AND HOME ST	EFT:	140.95
05/2021		003122		00	06/17/2021	521-4220-442.52-20	TRAILS WEST ACE HDWE	EFT:	22.99
05/2021		003123		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	22.80
05/2021		003124		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	92.14
05/2021		003125		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	43.29
05/2021		003126		00	06/17/2021	521-4220-442.47-04	THE UPS STORE 5784	EFT:	41.34
05/2021		003127		00	06/17/2021	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	23.99
05/2021		003014		00	06/17/2021	521-4230-442.43-02	NORTHERN TOOL EQUIP	EFT:	298.99
05/2021		003023		00	06/17/2021	521-4230-442.52-04	OREILLY AUTO PARTS 354	EFT:	14.71
05/2021		003128		00	06/17/2021	521-4230-442.53-02	DISCOVER VISION CENTER	EFT:	68.07
05/2021		003130		00	06/17/2021	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	19.98
05/2021		003131		00	06/17/2021	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	13.18
05/2021		003132		00	06/17/2021	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	19.98
05/2021		003133		00	06/17/2021	521-4230-442.46-01	WWETT REG	EFT:	165.00
05/2021		003135		00	06/17/2021	521-4230-442.46-01	UNITED RENTALS #10861	EFT:	68.42
05/2021		003138		00	06/17/2021	531-4320-443.52-05	KANSAS GOLF AND TURF-LENE	EFT:	47.45
05/2021		003139		00	06/17/2021	531-4320-443.52-05	NORRIS EQUIPMENT CO LLC	EFT:	8.79
05/2021		003140		00	06/17/2021	531-4320-443.52-05	OREILLY AUTO PARTS 354	EFT:	35.25
05/2021		003141		00	06/17/2021	531-4320-443.52-05	NORRIS EQUIPMENT CO LLC	EFT:	8.79
05/2021		003142		00	06/17/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	28.76
05/2021		003143		00	06/17/2021	531-4320-443.52-05	OREILLY AUTO PARTS 354	EFT:	21.08
05/2021		003144		00	06/17/2021	531-4320-443.43-02	OREILLY AUTO PARTS 354	EFT:	8.39
05/2021		003145		00	06/17/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	26.87
05/2021		003146		00	06/17/2021	531-4320-443.52-12	THE HOME DEPOT 2218	EFT:	90.11
05/2021		003147		00	06/17/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	37.99
05/2021		003148		00	06/17/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	10.18
05/2021		003149		00	06/17/2021	531-4320-443.52-05	NORRIS EQUIPMENT CO LLC	EFT:	64.83
05/2021		003150		00	06/17/2021	531-4320-443.46-02	STORAGECRAFT TECHNOLOGY C	EFT:	52.53
05/2021		003151		00	06/17/2021	531-4320-443.31-15	SQ INTEGRATED CONT	EFT:	150.00
05/2021		003152		00	06/17/2021	531-4320-443.31-15	SQ INTEGRATED CONT	EFT:	150.00
05/2021		003153		00	06/17/2021	531-4320-443.52-12	TRAILS WEST ACE HDWE	EFT:	23.98
05/2021		003154		00	06/17/2021	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	90.93
05/2021		003155		00	06/17/2021	531-4320-443.52-02	AMZN MKTP US 2L3OC3140	EFT:	59.99
05/2021		003156		00	06/17/2021	531-4320-443.52-05	OREILLY AUTO PARTS 354	EFT:	15.25

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004830	00	SECURITY BANKCARD CENTER						
05/2021		003157	00	06/17/2021	531-4320-443.43-02	TRAILS WEST ACE HDWE	EFT:	15.18
05/2021		003158	00	06/17/2021	531-4320-443.43-02	TRAILS WEST ACE HDWE	EFT:	3.90
05/2021		003159	00	06/17/2021	531-4320-443.52-20	AMZN MKTP US 2R9EN42J0	EFT:	59.99
05/2021		003015	00	06/17/2021	531-4330-443.43-02	NORTHERN TOOL EQUIP	EFT:	299.00
05/2021		003024	00	06/17/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	14.71
05/2021		003030	00	06/17/2021	531-4330-443.52-04	OLATHE FREIGHTLINER SALE	EFT:	126.32
05/2021		003031	00	06/17/2021	531-4330-443.52-04	OREILLY AUTO PARTS 354	EFT:	102.19
05/2021		003032	00	06/17/2021	531-4330-443.52-04	OLATHE FREIGHTLINER SALE	EFT:	154.50
05/2021		003041	00	06/17/2021	531-4330-443.43-05	OREILLY AUTO PARTS 354	EFT:	20.06
05/2021		003129	00	06/17/2021	531-4330-443.52-12	OREILLY AUTO PARTS 354	EFT:	28.87
05/2021		003134	00	06/17/2021	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	75.92
05/2021		003136	00	06/17/2021	531-4330-443.46-01	UNITED RENTALS #10861	EFT:	68.42
05/2021		003137	00	06/17/2021	531-4330-443.53-02	E EDWARDS WORK WEAR (OLA	EFT:	149.40
05/2021		003018	00	06/17/2021	551-4520-445.52-20	STAPLS7331025366000001	EFT:	55.58
05/2021		003022	00	06/17/2021	551-4520-445.52-04	OREILLY AUTO PARTS 354	EFT:	9.98
05/2021		003160	00	06/17/2021	551-4520-445.52-20	WM SUPERCENTER #5307	EFT:	37.74
05/2021		002972	00	06/17/2021	601-1230-412.52-20	STAPLS7331275046000001	EFT:	22.99
05/2021		002973	00	06/17/2021	601-1230-412.31-15	IN TEST SMARTLY LABS	EFT:	216.00
05/2021		002981	00	06/17/2021	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.98
05/2021		002982	00	06/17/2021	602-1340-413.52-06	AMZN MKTP US LK03496H3	EFT:	9.99
05/2021		002983	00	06/17/2021	602-1340-413.47-05	ZONES INC	EFT:	2,390.50
05/2021		003174	00	06/17/2021	602-1340-413.47-05	AMAZON.COM 2L8RA8RT0 AMZN	EFT:	534.37
05/2021		003067	00	06/17/2021	603-3150-431.52-01	REEVES WIEDEMAN - OLATHE	EFT:	620.81
05/2021		003068	00	06/17/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	13.75
05/2021		003069	00	06/17/2021	603-3150-431.52-01	EWING IRRIGATION PRD 48	EFT:	5.24
05/2021		003070	00	06/17/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	8.59
05/2021		003071	00	06/17/2021	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	11.96
VENDOR TOTAL *							.00	31,013.89
0000160	00	SHAWNEE COPY CENTER INC.						
125988		002961	00	06/18/2021	001-2110-421.47-02	BUSINESS CARDS	EFT:	45.00
VENDOR TOTAL *							.00	45.00
0004159	00	SHRED-IT USA LLC						
8182138495		002961	00	06/18/2021	001-2110-421.31-15	SHREDDING SERVICES	48.68	
VENDOR TOTAL *							48.68	
0005111	00	SK DESIGN GROUP, INC.						
1/21-124		PI0332 007680	00	05/27/2021	401-6120-461.62-23	PROFESSIONAL SERVICES	EFT:	3,052.53
VENDOR TOTAL *							.00	3,052.53
0002065	00	SOSAYA & SONS CONSTRUCTION, INC						
3893		PI0328 007683	00	03/26/2021	001-3120-431.31-15	SIGNAL REPAIR	EFT:	13,825.00
VENDOR TOTAL *							.00	13,825.00
0005112	00	STELLAR FIREWORKS, LLC						
1128		PI0341 007685	00	06/10/2021	001-6110-461.54-51	FIREWORKS	EFT:	24,000.00
VENDOR TOTAL *							.00	24,000.00
0004785	00	SUMNERONE, INC						

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0005116	00	A-1 CLOCK REPAIR							
06152021		003251		00	06/25/2021	001-6120-461.52-01	CLOCK REPAIR	50.00	
							VENDOR TOTAL *	50.00	
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
71019		003318		00	06/25/2021	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	1,205.12
							VENDOR TOTAL *	.00	1,205.12
0002636	00	ALTEC CAPITAL SERVICES, LLC							
01266326		003368		00	06/25/2021	501-4130-441.44-02	LEASE TR# 401	EFT:	3,645.52
01266327		003368		00	06/25/2021	501-4130-441.44-02	LEASE TR# 413	EFT:	4,620.94
01266328		003368		00	06/25/2021	501-4130-441.44-02	LEASE TR# 402 & 405	EFT:	5,821.88
01266329		003368		00	06/25/2021	501-4130-441.44-02	LEASE TR# 432	EFT:	3,440.80
01266330		003368		00	06/25/2021	501-4130-441.44-02	LEASE TR# 403	EFT:	3,459.41
							VENDOR TOTAL *	.00	20,988.55
0000029	00	ALTEC INDUSTRIES, INC.							
50793491		003252		00	06/25/2021	001-3120-431.43-05	BUCKET TRUCK REPAIR	EFT:	1,467.98
							VENDOR TOTAL *	.00	1,467.98
0000566	00	AMERICAN TOPSOIL, INC.							
136865		003322		00	06/25/2021	521-4230-442.52-12	PULV	EFT:	99.00
136874		003324		00	06/25/2021	521-4230-442.52-12	PULV	EFT:	33.00
136865		003323		00	06/25/2021	531-4330-443.52-12	PULV	EFT:	99.00
							VENDOR TOTAL *	.00	231.00
0001986	00	ANIXTER, INC.							
4970413-00		003253		00	06/25/2021	501-4130-441.52-31	TRANSFORMER PAD	EFT:	4,677.76
4942271-01		003254		00	06/25/2021	501-4130-441.52-31	POLE TAGS	EFT:	344.87
4954134-01		003255		00	06/25/2021	501-4130-441.52-31	LARGE STAPLES	EFT:	421.48
4954134-04		003256		00	06/25/2021	501-4130-441.52-31	POLE TOP PIN	EFT:	395.75
4965358-00		003257		00	06/25/2021	501-4130-441.52-31	TRANSFORMER	EFT:	3,081.72
4965358-01		003258		00	06/25/2021	501-4130-441.52-31	GLUE	EFT:	487.98
4969539-00		003259		00	06/25/2021	501-4130-441.52-31	GROUND ROD	EFT:	4,018.59
4976879-00		003260		00	06/25/2021	501-4130-441.52-31	CABLE TERMINATORS	EFT:	2,110.43
4944876-00		PI0343	007676	00	05/28/2021	501-4130-441.52-31	PRIMARY CABLE	EFT:	6,414.47
4983520-02		003368		00	06/25/2021	501-4130-441.52-31	DEADEND SHOES	EFT:	427.61
							VENDOR TOTAL *	.00	22,380.66
0000045	00	ARLAN CO, INC.							
13271		003261		00	06/25/2021	001-6130-461.52-20	AQUATIC UMBRELLAS	EFT:	408.20
							VENDOR TOTAL *	.00	408.20
0003515	00	AUGUSTINE EXTERMINATORS INC							
2299387		003262		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2299380		003263		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2299380		003264		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2299373		003265		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2299379		003266		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2299374		003267		00	06/25/2021	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0000001	00	CENTURYLINK							
313607125	0621	003318		00	06/25/2021	001-6110-461.40-03	MONTHLY BILLING	76.58	
313014430	0621	003280		00	06/25/2021	521-4220-442.40-03	MONTHLY BILLING	351.08	
313239127	0621	003368		00	06/25/2021	531-4320-443.40-03	MONTHLY BILLING	280.70	
313440714	0621	003283		00	06/25/2021	551-4520-445.40-03	MONTHLY BILLING	217.15	
320501840	0621	003281		00	06/25/2021	602-1340-413.40-03	MONTHLY BILLING	49.41	
314117591	0621	003282		00	06/25/2021	602-1340-413.40-03	MONTHLY BILLING	1,631.35	
							VENDOR TOTAL *	2,606.27	
0001643	00	CITY OF EDGERTON							
MAY-21		003284		00	06/25/2021	531-4320-443.31-15	TREATMENT OF WASTEWATER	20,297.42	
							VENDOR TOTAL *	20,297.42	
0002621	00	CLAYCO ELECTRIC CO, INC.							
48742		003285		00	06/25/2021	521-4220-442.43-02	SWITCH REPAIR	EFT:	1,306.00
							VENDOR TOTAL *	.00	1,306.00
0005080	00	COFFEY GLOBAL, LLC							
03012021		PI0360 007696	00	03/01/2021		001-6110-461.54-51	JULY 4TH ENTERTAINER	EFT:	15,000.00
							VENDOR TOTAL *	.00	15,000.00
0001201	00	COMMERCIAL AQUATIC SERVICES, INC							
40560-1		003286		00	06/25/2021	001-6130-461.52-13	POOL SUPPLIES	EFT:	3,182.37
40298-1		003329		00	06/25/2021	001-6130-461.43-02	SERVICE CALL	EFT:	498.75
							VENDOR TOTAL *	.00	3,681.12
0000072	00	CONSTRUCTION MATERIALS, INC.							
14101		003287		00	06/25/2021	521-4230-442.52-12	CONCRETE	EFT:	30.33
14101		003288		00	06/25/2021	531-4330-443.52-12	CONCRETE	EFT:	30.34
							VENDOR TOTAL *	.00	60.67
0004644	00	CORE & MAIN LP							
0297058		003289		00	06/25/2021	521-4230-442.52-12	REPAIR PARTS	1,492.60	
							VENDOR TOTAL *	1,492.60	
0002830	00	CREATIVE CARNIVALS & EVENTS, LLC							
14109		003367		00	06/25/2021	001-6110-461.54-51	JULY 4TH GAMES-BALANCE DU	EFT:	900.00
							VENDOR TOTAL *	.00	900.00
0000288	00	CROFT TRAILER SUPPLY, INC.							
474592		003325		00	06/25/2021	501-4130-441.52-04	TAIL LIGHTS - EQ# 435	EFT:	43.00
							VENDOR TOTAL *	.00	43.00
0003655	00	CROWN EQUIPMENT CORP							
177166711		003326		00	06/25/2021	501-4130-441.43-02	REPAIR EQ# 442	EFT:	238.17
							VENDOR TOTAL *	.00	238.17
0099999	00	CRYSTAL FORD							
097168		003318		00	06/25/2021	001-0000-228.30-00	CASH BOND REFUND	200.00	
							VENDOR TOTAL *	200.00	
0001557	00	DATCO, INC							

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0001557	00	DATCO, INC							
212298		003318		00	06/25/2021	001-3120-431.53-02	LOGO ON SHIRTS	54.00	
							VENDOR TOTAL *	54.00	
0005113	00	DENALI WATER SOLUTIONS, LLC							
INV243701		PI0353	007695	00	04/19/2021	521-4220-442.31-15	POND CLEANOUT-HILLSDALE	EFT:	54,779.00
							VENDOR TOTAL *	.00	54,779.00
0004096	00	DESIGN 4 SPORTS							
36644		003290		00	06/25/2021	001-6120-461.53-02	PARK MAINT. SHIRTS	EFT:	180.00
							VENDOR TOTAL *	.00	180.00
0003481	00	DPC INDUSTRIES INC							
817001309-21		PI0356	007585	00	06/03/2021	521-4220-442.52-13	CHLORINE	EFT:	1,476.00
							VENDOR TOTAL *	.00	1,476.00
0003960	00	ELLIOTT EQUIPMENT COMPANY							
162343		003291		00	06/25/2021	531-4330-443.43-05	VAC TRUCK REPAIRS	EFT:	1,557.63
							VENDOR TOTAL *	.00	1,557.63
0004996	00	FLEX MADE EASY							
06172021		003292		00	06/25/2021	721-0000-202.03-11	CONTRIBUTIONS	EFT:	1,149.98
							VENDOR TOTAL *	.00	1,149.98
0000086	00	GALLS, LLC							
018623206		003318		00	06/25/2021	001-2110-421.53-02	PANTS - BELCHER	EFT:	57.03
018609778		003318		00	06/25/2021	001-2120-421.53-02	PANTS - ASHER	EFT:	163.89
018645306		003318		00	06/25/2021	001-2120-421.53-02	SHIRTS - ASHER	EFT:	175.99
							VENDOR TOTAL *	.00	396.91
0000088	00	GARDNER ANIMAL HOSPITAL, P.A. INC.							
6813		PI0350	007689	00	06/16/2021	001-2130-421.31-17	3RD QTR SHELTER FEES	24,900.00	
							VENDOR TOTAL *	24,900.00	
0003835	00	GENERATION RELEVANT ENTERTAINMENT							
07042021		003327		00	06/25/2021	001-6110-461.54-51	BTG CO BALANCE	3,400.00	
							VENDOR TOTAL *	3,400.00	
0005089	00	GOTTA-GO, LLC							
21599		003368		00	06/25/2021	521-4220-442.31-15	PUMPING OF SEPTIC TANK	EFT:	400.00
							VENDOR TOTAL *	.00	400.00
0001840	00	GT DISTRIBUTORS INC							
INV00001607		003318		00	06/25/2021	001-2120-421.53-02	PATROL BOOTS - WRIGHT	EFT:	125.00
INV0848529		003318		00	06/25/2021	001-2120-421.53-02	HOLSTER	EFT:	126.00
							VENDOR TOTAL *	.00	251.00
0000013	00	HACH COMPANY							
12493062		003368		00	06/25/2021	521-4220-442.52-12	SALT BRIDGE	EFT:	177.90
							VENDOR TOTAL *	.00	177.90
0000097	00	HAMPEL OIL, INC.							

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0000097	00	HAMPEL OIL, INC.								
91431072		PI0351	007691	00	06/22/2021	551-4520-445.52-09	FUEL FOR AIRPORT	EFT:		8,839.14
VENDOR TOTAL *								.00		8,839.14
0099999	00	HEATHER NICOLE WELLS								
098696		003318		00	06/25/2021	001-0000-228.30-00	CASH BOND REFUND	53.00		
VENDOR TOTAL *								53.00		
0000463	00	HOLIDAY CONTRACTING, INC.								
06222021	ALDER	003328		00	06/25/2021	521-4230-442.31-15	CONCRETE	EFT:		3,808.00
VENDOR TOTAL *								.00		3,808.00
0000481	00	HOLLIDAY SAND AND GRAVEL								
1500245870		003293		00	06/25/2021	001-3120-431.47-38	SPOILS	EFT:		71.50
1500250696		003330		00	06/25/2021	521-4230-442.52-12	LAYDOWN YARD	EFT:		357.50
1500250696		003331		00	06/25/2021	531-4330-443.52-12	LAYDOWN YARD	EFT:		357.50
VENDOR TOTAL *								.00		786.50
0000102	00	ICMA RETIREMENT TRUST - 457								
555521		003240		00	06/17/2021	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101	7,807.79
VENDOR TOTAL *								.00		7,807.79
0000274	00	INDUSTRIAL SALES COMPANY, INC.								
1097000-000		003332		00	06/25/2021	001-6130-461.43-01	POOL MAINTENANCE	EFT:		31.20
VENDOR TOTAL *								.00		31.20
0004224	00	INNOVATIVE CONCESSIONS ENTERPRISES								
304000780		003294		00	06/25/2021	001-6130-461.52-15	CONCESSION FOOD	1,476.00		
VENDOR TOTAL *								1,476.00		
0004336	00	INSTAFUN KC PHOTOBOOTH LLC								
07042021		003318		00	06/25/2021	001-6110-461.54-51	PHOTOBOOTH FOR 4TH	EFT:		325.00
VENDOR TOTAL *								.00		325.00
0000995	00	JCI INDUSTRIES INC.								
8214508		003368		00	06/25/2021	521-4220-442.52-12	RENU PUMPHEADS	EFT:		469.78
VENDOR TOTAL *								.00		469.78
0002671	00	KANSAS GAS SERVICE								
105901600	0621	003318		00	06/25/2021	551-4520-445.40-04	MONTHLY BILLING	57.60		
VENDOR TOTAL *								57.60		
0000332	00	KANSAS STATE TREASURER								
59312		003297		00	06/25/2021	001-0000-207.10-17	MUNICIPAL COURT REVENUE	225.00		
59312		003298		00	06/25/2021	001-0000-207.10-13	MUNICIPAL COURT REVENUE	1,448.00		
59312		003299		00	06/25/2021	001-0000-207.10-14	MUNICIPAL COURT REVENUE	374.00		
59312		003300		00	06/25/2021	001-0000-207.10-11	MUNICIPAL COURT REVENUE	209.00		
59312		003301		00	06/25/2021	001-0000-207.10-12	MUNICIPAL COURT REVENUE	3,510.00		
59312		003302		00	06/25/2021	001-0000-207.10-15	MUNICIPAL COURT REVENUE	1,573.50		
59312		003303		00	06/25/2021	001-0000-207.10-16	MUNICIPAL COURT REVENUE	140.00		

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0003579	00	MID-STATES MATERIALS LLC							
106128		003309		00	06/25/2021	117-3120-431.43-06	ROCKS	81.99	
							VENDOR TOTAL *	81.99	
0099999	00	MIDWEST REGIONAL BANK							
000065467		UT		00	06/21/2021	501-0000-229.00-00	MANUAL CHECK	9,712.08	
							VENDOR TOTAL *	9,712.08	
0001382	00	MISSION COMMUNICATIONS, LLC							
1052383		003310		00	06/25/2021	531-4320-443.31-15	ALARMS	EFT:	563.40
							VENDOR TOTAL *	.00	563.40
0000132	00	NATIONAL SIGN CO., INC.							
IN-197113		003311		00	06/25/2021	001-3120-431.52-10	SPEED LIMIT SIGN	EFT:	39.95
							VENDOR TOTAL *	.00	39.95
0004123	00	OFFICETEAM							
57875492		003312		00	06/25/2021	604-1320-413.31-15	TEMP LABOR	EFT:	957.00
57901389		003313		00	06/25/2021	604-1320-413.31-15	TEMP LABOR	EFT:	1,056.00
							VENDOR TOTAL *	.00	2,013.00
0000140	00	OLATHE FORD INC.							
39023		PI0364 007503	00	04/23/2021		521-4220-442.61-09	WATER TRMT VEHICLE	EFT:	64,832.00
							VENDOR TOTAL *	.00	64,832.00
0000142	00	OLATHE WINWATER WORKS							
161060	02	003314		00	06/25/2021	521-4230-442.52-32	SETTER	EFT:	1,300.00
161233	00	003315		00	06/25/2021	521-4230-442.52-12	PLUG	EFT:	140.00
161270	00	003336		00	06/25/2021	521-4230-442.52-32	SADDLE	EFT:	2,453.00
161026	00	003337		00	06/25/2021	521-4230-442.52-02	REPAIR KIT	EFT:	300.00
161656	00	003338		00	06/25/2021	521-4230-442.52-12	WATER METER	EFT:	850.00
							VENDOR TOTAL *	.00	5,043.00
0004985	00	ORRICK & ERSKINE, LLP							
06222021		PI0348 007687	00	06/22/2021		130-3130-431.62-04	ACUISITION OF PROPERTY	EFT:	5,282.25
							VENDOR TOTAL *	.00	5,282.25
0001569	00	PAYCOR, INC							
INV02331749		003247		00	06/14/2021	001-1310-413.31-15	PAYROLL SERVICES	CHECK #:	107
									946.87
							VENDOR TOTAL *	.00	946.87
0005004	00	PEER, ADAM							
096675	01	003316		00	06/25/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	120.00
098695		003317		00	06/25/2021	001-1330-413.31-02	COURT APPT ATTY FEES	EFT:	192.00
							VENDOR TOTAL *	.00	312.00
0000145	00	PEPSI-COLA							
51372256		003319		00	06/25/2021	001-6110-461.52-15	CONCESSION BEVERAGES	EFT:	756.50
51372255		003319		00	06/25/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:	680.92
52399306		003319		00	06/25/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:	423.22

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000145	00	PEPSI-COLA							
52487804		003319		00	06/25/2021	001-6130-461.52-15	CONCESSION BEVERAGES	EFT:	357.32
							VENDOR TOTAL *	.00	2,217.96
0003110	00	REJIS COMMISSION							
463274		003319		00	06/25/2021	001-2110-421.31-15	REJIS TRANSACTIONS	EFT:	90.28
463382		003319		00	06/25/2021	001-2120-421.31-15	VPN CONNECTION	EFT:	175.00
							VENDOR TOTAL *	.00	265.28
0004120	00	RIVER GROUP DESIGN							
GRD076		003319		00	06/25/2021	001-1130-411.31-15	VIDEO EDITING	EFT:	480.00
							VENDOR TOTAL *	.00	480.00
0000163	00	SOUTHWEST JOHNSON COUNTY E.D.C.							
06232021		PI0361 007697	00	06/23/2021		105-1120-411.31-15	2021 3RD QTR DUES	EFT:	22,500.00
							VENDOR TOTAL *	.00	22,500.00
0001709	00	SPRINT							
403233312-234		003339		00	06/25/2021	001-1120-411.40-03	MONTHLY BILLING	EFT:	77.12
403233312-234		003340		00	06/25/2021	001-1140-411.40-03	MONTHLY BILLING	EFT:	55.60
403233312-234		003350		00	06/25/2021	001-1305-413.40-03	MONTHLY BILLING	EFT:	48.56
403233312-234		003355		00	06/25/2021	001-3110-431.40-03	MONTHLY BILLING	EFT:	106.98
403233312-234		003358		00	06/25/2021	001-3116-431.40-03	MONTHLY BILLING	EFT:	48.56
403233312-234		003357		00	06/25/2021	001-3120-431.40-03	MONTHLY BILLING	EFT:	155.68
403233312-234		003356		00	06/25/2021	001-3130-431.40-03	MONTHLY BILLING	EFT:	38.56
403233312-234		003353		00	06/25/2021	001-6105-461.40-03	MONTHLY BILLING	EFT:	279.92
403233312-234		003354		00	06/25/2021	001-6120-461.40-03	MONTHLY BILLING	EFT:	248.26
403233312-234		003342		00	06/25/2021	001-7120-471.40-03	MONTHLY BILLING	EFT:	55.60
403233312-234		003343		00	06/25/2021	501-4110-441.40-03	MONTHLY BILLING	EFT:	231.36
403233312-234		003345		00	06/25/2021	501-4120-441.40-03	MONTHLY BILLING	EFT:	170.87
403233312-234		003344		00	06/25/2021	501-4130-441.40-03	MONTHLY BILLING	EFT:	152.58
403233312-234		003349		00	06/25/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	114.16
403233312-234		003352		00	06/25/2021	521-4220-442.40-03	MONTHLY BILLING	EFT:	10.00
403233312-234		003348		00	06/25/2021	521-4230-442.40-03	MONTHLY BILLING	EFT:	27.04
403233312-234		003347		00	06/25/2021	531-4320-443.40-03	MONTHLY BILLING	EFT:	119.54
403233312-234		003346		00	06/25/2021	531-4330-443.40-03	MONTHLY BILLING	EFT:	125.68
403233312-234		003351		00	06/25/2021	602-1340-413.40-03	MONTHLY BILLING	EFT:	856.72
403233312-234		003341		00	06/25/2021	603-3150-431.40-03	MONTHLY BILLING	EFT:	38.56
403233312-234		003359		00	06/25/2021	604-1320-413.40-03	MONTHLY BILLING	EFT:	226.60
							VENDOR TOTAL *	.00	3,187.95
0004785	00	SUMNERONE, INC							
2892938		003360		00	06/25/2021	501-4110-441.43-02	MONTHLY BILLING	EFT:	37.90
2898818		003361		00	06/25/2021	501-4130-441.43-02	MONTHLY BILLING	EFT:	20.59
2886934		003319		00	06/25/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	192.38
2896464		003319		00	06/25/2021	602-1340-413.43-02	MONTHLY BILLING	EFT:	255.00
							VENDOR TOTAL *	.00	505.87
0004482	00	SUPERION, LLC							
320938		PI0349 007688	00	06/09/2021		602-1340-413.47-05	ANNUAL ASP ACCESS FEE	EFT:	8,001.39

PROGRAM: GM339L

AS OF: 06/25/2021

PAYMENT DATE: 06/25/2021

CITY OF GARDNER

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT

0004482	00	SUPERION, LLC							
							VENDOR TOTAL *	.00	8,001.39
0000203	00	SUPERIOR BOWEN ASPHALT, L.L.C.							
29653		003319		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	374.19
29659		003319		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	324.33
29710		003319		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	341.34
29733		003319		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	349.73
29824		003362		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	345.48
29751		003367		00	06/25/2021	117-3120-431.43-06	PATCHING	EFT:	555.42
							VENDOR TOTAL *	.00	2,290.49
0003928	00	TAPCO-TRAFFIC AND PARKING CONTROL							
I674001A		003319		00	06/25/2021	117-3120-431.62-05	VETERAN'S CROSSWALK	EFT:	4,150.00
							VENDOR TOTAL *	.00	4,150.00
0003962	00	TRANSLATIONPERFECT.COM							
6796		003320		00	06/25/2021	001-1330-413.31-15	INTERPRETER	EFT:	61.50
							VENDOR TOTAL *	.00	61.50
0002484	00	US FOOD SERVICE							
5692936		003320		00	06/25/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	656.72
5717838		003320		00	06/25/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	167.80
5717839		003320		00	06/25/2021	001-6110-461.52-15	CONCESSION FOOD	EFT:	560.80
5395448		003320		00	06/25/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	2,931.00
5543389		003320		00	06/25/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	1,416.46
5692937		003320		00	06/25/2021	001-6130-461.52-15	CONCESSION FOOD	EFT:	2,990.74
							VENDOR TOTAL *	.00	8,723.52
0001126	00	VALIDITY SCREENING SOLUTIONS							
204521		003320		00	06/25/2021	601-1230-412.31-15	BACKGROUND CHECKS	EFT:	1,457.49
							VENDOR TOTAL *	.00	1,457.49
0000289	00	VIKING INDUSTRIAL SUPPLY							
14447		003320		00	06/25/2021	001-6120-461.52-01	CELEBRATION PARK SUPPLIES	EFT:	366.30
14449		003320		00	06/25/2021	001-6120-461.52-01	SHOP SUPPLIES	EFT:	391.99
14448		003320		00	06/25/2021	001-6130-461.52-01	AQUATIC CENTER SUPPLIES	EFT:	99.00
							VENDOR TOTAL *	.00	857.29
0005086	00	VLP AN EQUIPMENTSHARE COMPANY							
PSO043379-1		003363		00	06/25/2021	521-4230-442.43-02	NEW RIM	EFT:	203.50
PSO043379-1		003364		00	06/25/2021	531-4330-443.43-02	NEW RIM	EFT:	203.50
							VENDOR TOTAL *	.00	407.00
0003221	00	WEX BANK							
72337578		003320		00	06/25/2021	001-2110-421.52-09	FUEL	EFT:	267.63
72337578		003320		00	06/25/2021	001-2120-421.52-09	FUEL	EFT:	5,843.77
72337578		003320		00	06/25/2021	001-2120-421.43-05	FUEL	EFT:	2,614.03
72337578		003320		00	06/25/2021	001-2130-421.52-09	FUEL	EFT:	151.09
72337578		003320		00	06/25/2021	001-3116-431.52-09	FUEL	EFT:	35.43

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		EFT, EPAY OR
INVOICE	VOUCHER	P.O.			DATE	NO	DESCRIPTION	AMOUNT		HAND-ISSUED
NO	NO	NO								AMOUNT

0000300	00	KANSAS DEPT OF REVENUE								
1174-M23B-365R	003403			00	06/23/2021	001-0000-207.20-00	MAY '21 SALES TAX	CHECK #:	103	677.77
1174-56YJ-ATR2	003401			00	06/23/2021	501-0000-207.20-00	MAY '21 SALES & USE TAX	CHECK #:	103	52,711.42
1174-56YJ-ATR2	003394			00	06/23/2021	501-4110-441.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	21.31
1174-56YJ-ATR2	003395			00	06/23/2021	501-4120-441.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	334.47
1174-56YJ-ATR2	003396			00	06/23/2021	501-4130-441.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	36.61
1174-XP5C-PR45	003403			00	06/23/2021	501-4130-441.48-02	MAY '21 USE TAX	CHECK #:	103	33.18
1174-56YJ-ATR2	003397			00	06/23/2021	501-4140-441.63-73	MAY '21 SALES & USE TAX	CHECK #:	103	7,188.16-
1174-M23B-365R	003402			00	06/23/2021	551-0000-207.20-00	MAY '21 SALES TAX	CHECK #:	103	590.09
1174-56YJ-ATR2	003398			00	06/23/2021	602-1340-413.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	30.65
1174-56YJ-ATR2	003399			00	06/23/2021	603-3150-431.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	131.43
1174-56YJ-ATR2	003400			00	06/23/2021	604-1320-413.48-02	MAY '21 SALES & USE TAX	CHECK #:	103	30.69
1174-XP5C-PR45	003403			00	06/23/2021	604-1320-413.48-02	MAY '21 USE TAX	CHECK #:	103	551.09
VENDOR TOTAL *								.00		47,960.55
HAND ISSUED TOTAL ***										47,960.55
TOTAL EXPENDITURES ****								.00		47,960.55
GRAND TOTAL *****										47,960.55

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 3

MEETING DATE: JULY 6, 2021

STAFF CONTACT: TIM McELDOWNEY, CITY ENGINEER

Agenda Item: Consider authorizing the execution of an agreement with Stantec Consulting Services Inc. to assess the roads of the City of Gardner

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the City Administrator to sign an agreement with Stantec to assess and rate the pavement condition of the City's street network.

Background:

Periodic updates to the condition ratings of City streets are necessary to effectively evaluate and prioritize future maintenance and construction needs. The resulting information from this assessment will be put into the city's software to determine specific treatments needed for local and collector streets included in the annual pavement management program. In addition, arterial roads will be rated and evaluated to determine future maintenance and reconstruction needs. Staff solicited three quotes from various companies with Stantec being the lowest-priced responsible bidder. The equipment and technology used by the consulting firms allows them to perform the work more accurately and efficiently than staff can.

Financial Impact:

The total cost of the assessment is \$37,552.00. Funding will come from the city's Infrastructure Sales Tax Fund.

Attachments:

- Agreement

Suggested Motion:

Authorize the City Administrator to execute an agreement with Stantec Consulting Services, Inc. to assess and rate the pavement condition of the City's street network in an amount not to exceed \$37,552.00

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and Stantec Consulting Services Inc., [hereinafter referred to as "Consultant"].

RECITALS

WHEREAS, Consultant represents that it is a duly qualified pavement management consulting company, experienced in the preparation of pavement condition surveys, reports and related services; and

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Consultant for said services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Term of Agreement.

The term of this Agreement shall be from June 2021 to October 2021 unless a different term is specified within the Scope of Services or unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the City Council in the establishment of its annual budget.

2.0 Termination.

2.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving 30 days written notice to Consultant.

2.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant 7 days' written notice of such termination, stating the reason for termination. Consultant may terminate this Agreement upon 7 days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of Consultant's invoices will be considered a material breach of this Agreement.

2.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to City all materials and work product subject to Section 13.1 (Ownership

of Documents) and shall submit to City an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 2.4 Payment Upon Termination. Upon termination of this Agreement by City, the City shall pay Consultant the reasonable value of Services rendered by Consultant prior to termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the Services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the Services rendered by Consultant. In determining the reasonable value of Services, appropriate consideration shall be given to the defective or deficient nature of the Services rendered. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.
- 2.5 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

3.0 Scope of Services.

- 3.1 Consultant's Specified Services. The Scope of Services to be performed by Consultant under this Agreement is as described in the consultant's proposal, attached and incorporated by reference.
- 3.2 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by City shall not operate as a waiver or release of liability. If City determines that any of Consultant's work is not in accordance with such level of competency and standard of care, City, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with City to review the quality of work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.
- 3.3 Assigned Personnel.
- 3.3.1 Consultant shall only assign competent personnel to perform work hereunder.
- 3.3.2 With respect to this Agreement, the Consultant shall employ the following key personnel: Allan Venema, Richard Korczak, Tony Wagner and Jennifer Spurgeon.

- 3.3.3 In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.
- 3.3.4 The Consultant shall designate Allan Venema (1-416-799-7847, allan.venema@stantec.com) as Principal (name/contact info) on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Consultant. So long as the individual named above remains actively employed or retained by Consultant, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Consultant will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
- 3.3.5 City shall designate Seth Gotchey sgotchey@gardnerkansas.gov as the Project Representative to represent the City in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or City Council, shall be required to approve any increase in Project cost.

4.0 Time of Performance.

The services described herein shall be provided during the period described in this Agreement, or in accordance with the schedule, set forth in the Scope of Services.

5.0 Payment.

- 5.1 Payment shall be made by City only for services rendered and upon submission of a payment request upon completion and City approval of the work performed as defined in Fees. In consideration for the full performance of the services set forth in Scope of Services, City agrees to pay Consultant pursuant to rates stated in Fees to this Agreement, attached and incorporated by reference.
- 5.2 Consultant shall bill City monthly for all work performed. The bill submitted by Consultant shall itemize the work for which payment is requested. City agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law.
- 5.3 All invoices should be sent to Seth Gotchey.
- 5.4 Right to Withhold Payment. City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, to protect City from loss because of:
- 1) Defective Work not remedied by Consultant nor, in the opinion of City, likely to be remedied by Consultant;
 - 2) Claims of third parties against City or City's property;
 - 3) Failure by Consultant to pay Subcontractors or others in a prompt and proper fashion;
 - 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;

- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion; or
 - 6) Persistent failure to carry out the Work in accordance with this Agreement.
- 5.5 City agrees to pay Consultant an amount not to exceed the sum of \$32,552.00 for performing services detailed in the Scope of Services. This not to exceed amount may be increased for additional services as requested by the City and upon execution of a mutually acceptable amendment or change order signed by authorized representatives of City and Consultant.
- 5.6 If a portion of Consultant's statement is disputed by City, the undisputed portion shall be paid by City by the due date. City shall advise Consultant in writing of the basis for any disputed portion of any statement.
- 5.7 Schedule of Hourly Billing Rates. These rates are effective for services rendered through the term of this Agreement and are subject to revision thereafter, with no increase in Agreement amount. These rates are applicable to any additional service beyond the scope of services which have been agreed to by the parties through a properly written and executed change order.

6.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

7.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Consultant or any permitted subcontractors hired by Consultant, the Consultant agrees to indemnify and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Consultant or its subcontractors. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

8.0 Insurance.

8.1 The Consultant shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Consultant and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Consultant shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Consultant or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.;
- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- Professional Liability - The Consultant shall maintain Professional Liability insurance in an amount not less than \$500,000 and shall provide the City with certification thereof.

8.2 The City shall be named as additional insured on such policies, except Workers' Compensation and Professional Liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

8.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
 - 2) Carries a Best's policyholder rating of A or better;
- AND
- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

9.0 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Consultant further covenants that

in the performance of this Agreement no person having any such interests shall be employed.

10.0 Nondiscrimination.

Consultant must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Consultant further agrees that the Consultant shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans with Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

11.0 Facilities and Equipment.

Consultant shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

12.0 Accessibility.

Consultant will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Consultant shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13.0 Records, Ownership and Inspection.

13.1 Ownership of Documents.

Upon full payment of all monies owed to Consultant, all documents prepared by Consultant in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not. Any reuse of documents prepared by Contractor/Consultant by the City on other projects not contemplated under this Agreement shall be at the City's sole risk, without liability to Contractor/Consultant.

13.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Consultant acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

13.3 Maintenance of Records.

Except as otherwise authorized by the City, Consultant shall retain such documentation for a period of three (3) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period. Notwithstanding the foregoing, the City's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

14.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

15.0 Compliance with Laws.

15.1 The Consultant shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

15.2 Pursuant to K.S.A. 16-113, if the Consultant does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Consultant shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Consultant for the awarding of the Contract.

16.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Consultant of its primary responsibility for the quality and performance of such Services.

17.0 Confidentiality.

All reports and documents prepared by Consultant in connection with the performance of this Agreement are confidential until released by City to the public. Consultant shall not

make any such documents or information available to any individual or organization not employed by Consultant or City without the written consent of City before any such release. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

18.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City: Seth Gotchey
sgotchey@gardnerkansas.gov
120 East Main Street
Gardner, KS 66030

To Consultant: Allan Venema, P.Eng.
allan.venema@stantec.com
100-300 Hagey Blvd,
Waterloo, ON N2L 0A4
Canada

19.0 Amendments.

19.1 This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral.

19.2 This document may be amended only by written instrument, signed by both City and Consultant.

20.0 No Third Party Beneficiaries.

City and Consultant specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

21.0 Force Majeure.

Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, pandemic or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay the Consultant for services rendered.

22.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

23.0 Negotiations.

City and Consultant agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Consultant shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

24.0 Costs and Attorney Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

25.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26.0 Authority to Enter into Agreement.

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27.0 Incorporation of Appendices.

Scope of Services and Fees are attached hereto and made a part hereof as if fully set out herein.

28.0 Entire Agreement.

This Agreement represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

29.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

30. Limitation of Liability.

The total amount of all claims the City may have against the Consultant under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the greater of the realized fees under this Agreement or the extent of an applicable policy of insurance. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, officers or directors.

Neither the City nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20__.

CITY OF GARDNER, KANSAS

STANTEC CONSULTING SERVICES INC.

James Pruetting, City Administrator



Its Authorized Agent
Allan Venema, Principal

ATTEST:

City Clerk



Stantec Consulting Services Inc.

1000 Young Street Suite 470, Tonawanda NY 14150-4100

June 14, 2021
File: 174581068

Attention: Seth Gotchey, Staff Engineer
City of Gardner
120 E. Main St.
Gardner, KS 66030

Dear Seth,

Reference: City of Gardner 2021 Automated Pavement Condition Assessment

As per our recent discussions, Stantec Consulting Services Inc. is pleased to provide the following quotation to conduct a pavement condition survey for the City of Gardner, KS.

PROJECT OVERVIEW

The primary goal of this assignment is to assess the pavement condition of City-maintained streets, by means of an automated data collection vehicle.

The project would primarily consist of a pavement condition evaluation using Stantec's RT3000 automated pavement data collection technology on approximately 136 survey miles of City streets. As 2 lane roads are surveyed in one direction and 4 lane roads are surveyed in both directions, we anticipate the project requiring approximately 136 survey miles to cover the City's 105 center-line miles of roads. The pavement condition data would be collected and subsequently processed and analyzed to determine a Pavement Condition Index (PCI) for all block-to-block road segments within the City. The data would be formatted, as specified by the City, for upload into the City's asset management system.

PAVEMENT DATA COLLECTION

Stantec's Road Tester 3000 (RT3000) incorporates the latest in mobile laser, GPS, and crack recognition technology. The RT3000 is a fully mobile solution specifically developed to accurately and efficiently collect pavement condition data. Integrated with lasers, inertial GPS, and high-definition digital imagery, the RT3000 can simultaneously collect pavement profile, rutting, surface distress, roadway geometrics, pavement and ROW imagery, and infrastructure assets.



Design with community in mind

Reference: City of Gardner 2021 Automated Pavement Condition Assessment

Roughness and Rutting

The RT3000 incorporates an ASTM E950 certified Class I profiler configured to capture longitudinal profile measurements and International Roughness Index (IRI) determinations in both wheel paths.

The collection of longitudinal profile/roughness data is fully automated. The IRI data is collected continuously and can be summarized at specified intervals. The IRI data is expressed in terms of a **Ride Comfort Index (RCI)**, whereby the IRI data is correlated against people's perception of ride quality on a 0 to 100 score.

The specialized profile measurement system, mounted on the front bumper of the RT3000 survey vehicle, employs two sensing devices:

1. **Laser height sensors** that measure the distance between the vehicle and the pavement surface, while the vehicle is traveling at posted speed or less.
2. **Accelerometers** that measure the vertical acceleration of the vehicle as it bounces in response to the pavement surface profile.



The RT3000 measures transverse profile and rut depths, using high precision, laser-based, height-measuring sensors. The lasers on either end of the rut bar are angled to provide the complete transverse profile across the traveled lane, without the need for extension pods. Extension pods can pose a hazard to other drivers, cyclists, and pedestrians.

Laser Crack Measuring System (LCMS)

Stantec's RT3000 is purpose built to collect all physical pavement surface defects, utilizing our Laser Crack Measuring Systems and downward imaging technology. /

Stantec's LCMS uses laser line projectors, high speed cameras and advanced optics to acquire high resolution 3D profiles of the road. This unique 3D vision technology allows for automatic pavement condition assessment of asphalt, porous asphalt, chip seal and concrete surfaces.

The LCMS acquires both 3D and 2D image data of the road surface with 1mm resolution over a 13ft lane width at survey speeds up to 60 mph.



Reference: City of Gardner 2021 Automated Pavement Condition Assessment

Distress Rating Protocols

Pavement condition is generally evaluated based on the type and amount of pavement defects or distresses. For this project, pavement distresses will be rated in general accordance with the ASTM D6433-11 standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys, which includes the following distresses. However, distress rating criteria may be customized to fit any specific criteria.

Flexible Pavements	Rigid Pavements
<ul style="list-style-type: none">• Alligator Cracking• Bleeding• Block Cracking• Bumps and Sags• Corrugation• Depression• Edge Cracking• Jt. Reflection Cracking• Lane/Shoulder Drop Off• Long and Trans Cracking• Patching• Polished Aggregate• Potholes• Rutting• Shoving• Slippage Cracking• Swell• Weathering/Raveling	<ul style="list-style-type: none">• Blow Up/ Buckling• Corner Break• Divided Slab• Durability Crack• Faulting• Joint Seal• Lane/Shoulder Drop Off• Linear Cracking• Patching (Large)• Patching (Small)• Polished Aggregate• Popouts• Pumping• Scaling• Shrinkage Crack• Spalling Corner• Spalling Joint

Each defect or distress is measured on the basis of two components: severity and extent. **Severity** is defined as *‘How bad is the defect?’* in terms of the width or degree of wear associated with the condition. An example of a severity measurement includes the width of a crack.

The second component evaluates the **extent** or *‘How much is there?’* in terms of the quantity of the surface the defect covers. Examples of measures used for extent would include the number or length of transverse cracks, length of longitudinal cracking, or the pavement area affected by alligator cracking.

The surface distress data will be processed and aggregated to provide a **Pavement Condition Index (PCI)** for each roadway section included in the survey.

PROJECT DELIVERABLES

The following deliverables would be provided to the City:

- Street/Section listing with PCI and RCI determinations for each roads segment surveyed in 2021,
- List of streets not tested with explanation,
- Formatted data for upload, and
- Executive Summary Report of findings.

Design with community in mind

Reference: City of Gardner 2021 Automated Pavement Condition Assessment

SCHEDULE

The following timelines are anticipated for this assignment.

- Project Initiation and Survey Setup July 2021
- Mobilization and RT3000 Survey..... August 2021
- Data Processing and QA/QC..... September/ October 2021
- PCI Determinations and Formatting & Executive Summary Report..... October 2021
- Final Data & Report DeliveryOctober 31, 2021

As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is fluid. Our proposal is based on our understanding of performing these services in normal conditions. As the nature and extent of the impacts due to this outbreak cannot be fully identified or quantified at this time, we feel it would be prudent to submit this proposal based on normal conditions, without accounting for impacts due this outbreak, and to discuss with you once we are able to evaluate the impacts and to work collaboratively with you on a path forward. We would be pleased to have a further discussion with you to share our respective plans and efforts to help mitigate the impact of this evolving situation on your proposed project.

FEE SCHEDULE

The following fee schedule is based on the project scope stated herein, and the anticipated timeline noted above. All fees are exclusive of any applicable taxes.

Task #	Task Description	Task Fee
1	Project Initiation and Survey Setup	\$2,500
2	Mobilization and Calibration of RT3000	\$2,500
3	Pavement Condition Survey (Up to 136 survey miles)	\$17,000
4	Data Processing, QA/QC, Formatting and Delivery	\$4,352
5	PCI Determinations and Formatting	\$5,000
6	Executive Summary Report	\$1,200
Project Lump Sum Total		\$32,552
7	<i>Maintenance & Rehab Budget Analysis (OPTIONAL)</i>	<i>\$5,000</i>
<i>Project Lump Sum Total Including Optional Item(s)</i>		<i>\$37,552</i>

Note: Project will be invoiced monthly on a percent complete basis

Reference: City of Gardner 2021 Automated Pavement Condition Assessment

TERMS AND CONDITIONS

No work will begin until a mutually acceptable Contract has been executed with the City. Any City-supplied Contract, Services Agreement or Purchase Order Terms will require Stantec's review and approval by Risk Management, prior to execution. This quotation will remain valid for 90 days.

We trust the provided services as outlined above will meet with your expectations. We look forward to working with the City of Gardner.

Regards,

Stantec Consulting Services Inc.



Allan Venema P.Eng.
Principal
Infrastructure Management
& Pavement Engineering
Phone: (416) 799-7847
allan.venema@stantec.com

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: JULY 6, 2021

STAFF CONTACT: TIM McELDOWNEY, CITY ENGINEER

Agenda Item: Consider a resolution providing the Authority to Award a contract with the Kansas Department of Transportation (KDOT) for the Moonlight Road Safe Routes to School project

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship
Quality of Life

Department: Public Works

Staff Recommendation:

Staff recommends authorizing the Mayor to execute the Authority to Award contract with KDOT for the Moonlight Safe Routes to School Project in the amount of \$229,000.

Background/Description of Item:

The City has been granted federal funds to build sidewalk improvements to the Moonlight Road corridor near Moonlight Elementary School. During the design process, it was decided to increase the scope of work to include additional replacement of sidewalk in poor condition. The Authority to Award Contract commits the City to providing those matching funds towards construction of the project. KDOT will administer the construction agreement.

Bids for the project were received and publicly opened by KDOT on June 16, 2021. A summary of the bids received follows:

<u>Bidder</u>	<u>Total Bid</u>
MegaKC Corporation.	\$480,892.00
Amino Brothers Company, Inc.	\$540,050.00
Freeman Concrete Construction, LLC.	\$617,039.00
Engineer's Estimate	\$410,280.00

Financial Impact:

The estimated cost of the construction phase is \$480,892. MARC will provide a maximum of \$252,000 in grant funding for this project. The city's share of the construction costs is \$229,000. Funding will come from the city's Infrastructure Sales Tax Fund.

The updated project budget is as follows:

Design	\$	64,637
Misc.	\$	7,321
Right of Way	\$	3,000
Construction	\$	480,892
Inspection and Testing	\$	96,289
Total Project Cost	\$	652,139
MARC Funding	\$	252,000
City Cost	\$	400,139

Attachments Included:

- Authority to Award Packet
- Resolution No. 2086

Suggested Motion:

Adopt Resolution No. 2086, a resolution providing the authority to award a contract and commit city funds with KDOT for the Moonlight Safe Routes to School Project in the amount of \$229,000

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

June 17, 2021

Project Number: 046 N-0658-01
TA-N065(801)

City of Gardner
Mr. Tim McEldowney, P.E.
Interim Public Works Director
120 E Main
Gardner, KS 66030-

Dear Mr. McEldowney:

We are listing below the bidder and the low bid received at Topeka, KS on 6/16/2021 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
MEGAKC CORPORATION	Gardner: Moonlight Road Safe Routes to School	\$480,892
N KANSAS CITY, MO		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 7/9/2021. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$252,000 Federal funds will require City matching funds in the amount of \$229,000. The City remittance should be made on or before 8/5/2021.

Sincerely,

Lisa M. Roth

Digitally signed by Lisa M. Roth
DN: cn=Lisa M. Roth,
ou=Bureau of Local Projects,
o=Kansas Department of
Transportation, L=Topeka,
S=Kansas, C=US
Date: 2021.06.17 09:34:04-05'00'

for Michael J. Stringer, P.E., Chief
Bureau of Local Projects

mjs/tls/lmr

Enclosures

c Mayor/City Manager

Ms. Rhonda Seitz, Chief of Fiscal Services

Mr. Leroy Koehn, P.E., District One Engineer

Resolution No. 2086
AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS
6/17/2021

2 Copies to City
Project Number: 046 N-0658-01
TA-N065(801)

WHEREAS bids were received at Topeka, KS on 6/16/2021 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
MEGAKC CORPORATION	Gardner: Moonlight Road Safe Routes to School	\$480,892
N KANSAS CITY, MO		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$252,000
Federal funds will require City matching funds in the amount of \$229,000.**

BE IT FURTHER RESOLVED that City funds in the amount of \$229,000 which are required for the matching of Maximum Federal funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 8/5/2021 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this _____ day of _____, 20_____, at _____, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk

INVOICE

Keep for your Records

Due on or before 8/5/2021

PRELIMINARY STATEMENT OF COSTS

046 N-0658-01

TA-N065(801)

Gardner: Moonlight Road Safe Routes to School

Please Remit Payment to:
Kansas Department of Transportation
Bureau of Fiscal Services
700 SW Harrison Street, 3rd Floor West
Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$480,892
Water (for grading)	\$0
Sub-Total Actual Bid Amount	\$480,892
LPA CE Contract	\$0
Sub-Total Construction and CE	\$480,892
Federal-aid Non-Participating Const. Costs	\$0
Federal-aid Non-Participating CE	\$0
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
Federal Participating Project Costs	\$480,892
Total Project Costs	\$480,892

CE Breakdown	
Total LPA CE	\$0
Federal Non-Participating CE	\$0
Federal Participating CE	\$0

Federal/City Funding Summary	
Total Project Costs	\$480,892
100% City Funds Due to Non-Participating	\$0
Federal Participating Project Costs	\$480,892
Fund 1- Available Funding	\$315,000
80% Federal Funds	\$252,000
20% City Funds	\$63,000
100% City Funds Due to Max Funding	\$165,892

Fund 1- Maximum Federal Funds 80/20	\$252,000
--	------------------

Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
Federal Non-Participating Construction	\$0			\$0
Federal Non-Participating CE	\$0			\$0
Fund 1- 80% Federal Funds		\$252,000		\$252,000
Fund 1- 20% City Funds	\$63,000			\$63,000
City Funds Due to Max Funding	\$165,892			\$165,892
Total	\$228,892	\$252,000	\$0	\$480,892

Amount to Bill City (Rounded Up)	\$229,000
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[DOING BUSINESS](#)
[INSIDE KDOT](#)
[PROJECTS/PUBLICATIONS](#)
[PUBLIC INFORMATION](#)

BUREAU OF CONSTRUCTION & MATERIALS

As Read By Project (Bidders List by Individual Project)

Date: 06/16/2021

Contract Number: 521062141

Project Number: 046 N 0658-01

Federal Number: TA-N065(801)

Description: PEDESTRIAN & BICYCLE PATHS

County: JOHNSON

State Ties: --

Total Records: 3

[Helpful Definitions](#)

Contractor Name	Bid Amount
MEGAKC CORPORATION	\$480,892.00
AMINO BROTHERS COMPANY INC	\$540,050.00
FREEMAN CONCRETE CONSTRUCTION LLC	\$617,039.00

TRAVELER INFORMATION

TRAFFIC & TRAVELER INFO
KANDRIVE
SAFETY INFORMATION
STATE MAPS
TOURIST INFORMATION
KANSAS BYWAYS
ROAD WEATHER STATIONS
KANSAS CITY METRO
TOPEKA/LAWRENCE METRO
WICHITA METRO

DOING BUSINESS

PERMITS
BIDDING & LETTING
COMMERCIAL VEHICLES
DESIGN CONSULTANTS
HIGHWAY CONTRACTORS
LOCAL GOVERNMENTS
OFFICE OF CONTRACT
COMPLIANCE
BRIDGE INSP. PORTAL
LOCAL PROJECTS

INSIDE KDOT

ABOUT KDOT
KANSAS CITY METRO
TOPEKA/LAWRENCE METRO
WICHITA METRO
DISTRICTS
PERFORMANCE

PROJECTS/PUBLICATIONS

T-WORKS
PROJECTS/STUDIES
TRANSPORTATION PLANNING
PUBLICATIONS

PUBLIC INFORMATION

NEWS
OPEN RECORDS
MEDIA CONTACTS
PROPERTY DAMAGE CLAIMS

CONNECT WITH KDOT

MEDIA CONTACTS
CONTACT
FACEBOOK
TWITTER
YOUTUBE
DIRECTORY

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 2

MEETING DATE: July 6, 2021

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting a resolution authorizing the public sale of certain General Obligation Bonds of the City of Gardner, Kansas

Strategic Priority: Fiscal Stewardship

Department: Finance

Staff Recommendation:

Staff recommends adopting a resolution authorizing the public sale of approximately \$5,100,000 principal amount of General Obligation Bonds and approximately \$2,255,000 principal amount of taxable General Obligation Bonds of the City of Gardner, Kansas.

Background/Description of Item:

On June 21, 2021, the City Council adopted Resolution No. 2085, a resolution authorizing the offer for public sale of certain General Obligation bonds of the City of Gardner, Kansas. The City was originally scheduled to sell approximately \$5,100,000 principal amount of General Obligation Bonds (Series 2021A) and approximately \$2,255,000 of principal amount of taxable General Obligation Bonds (Series 2021B) on July 19, 2021, at 11:00 a.m.

The purpose of the proposed resolution is to change the sale date to August 2, 2021. S&P Global Ratings indicated that they are experiencing a high volume of work and that the final rating report may be delayed. City staff is recommending that we change the sale date to provide a more accommodating schedule.

The attached bond sale documents prepared by Municipal Advisor Kimmel include estimated costs of issuance and debt service schedules for wastewater system improvements, current refunding of 2011A and 2012A bonds, and current refunding of 2019C and 2019D temporary notes.

Bond Counsel Ellsworth will be available at the meeting to answer any questions.

Financial Impact:

- Wastewater System Improvements – Future debt service payments will come from the Wastewater Fund. The estimated debt service is \$90,100 each year for a term of 10 years.
- 2011A Bonds Refunding – The refunding of the 2011A Bonds will result in approximately \$78,600 in interest savings.
- 2012A Bonds Refunding – The refunding of the 2012A Bonds will result in approximately \$98,000 in interest savings.
- 2019C Temporary Note Refunding (Plaza South) – The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.
- 2019D Temporary Notes Refunding (Waverly Plaza) – The bond proceeds will be used to pay off the temporary notes. Special Assessments will be levied against the property for the repayment of the bonds.

Attachments Included:

- Resolution No. 2087 authorizing the sale of the General Obligation Bonds Series 2021A and taxable General Obligation Bonds Series 2021B
- Series 2021A GO Bonds (Municipal Advisor Kimmel's bond sale document)
- Series 2021B taxable GO Bonds (Municipal Advisor Kimmel's bond sale document)

Suggested Motion:

Adopt Resolution No. 2087, a resolution authorizing the offer for public sale of certain General Obligation Bonds of the City of Gardner, Kansas, and repealing Resolution No. 2085 of the City.

RESOLUTION NO. 2087

A RESOLUTION AUTHORIZING THE OFFER FOR PUBLIC SALE OF CERTAIN GENERAL OBLIGATION BONDS OF THE CITY OF GARDNER, KANSAS, AND REPEALING RESOLUTION NO. 2085 OF THE CITY.

WHEREAS, the City of Gardner, Kansas (the “City”), has previously issued the following general obligation bonds (collectively, the “Refunded Bonds”):

(a) General Obligation Bonds, Series 2011A, dated September 8, 2011, in the original principal amount of \$1,325,000 and outstanding in the principal amount of \$820,000; and

(b) General Obligation Bonds, Series 2012A, dated February 1, 2012, in the original principal amount of \$3,995,000 and outstanding in the principal amount of \$2,670,000;

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and to provide an orderly plan of finance for the City, the Governing Body of the City has determined it is desirable and in the best interest of the City and its inhabitants to provide for the sale of general obligation refunding bonds to refund all or a portion of the Refunded Bonds;

WHEREAS, the City has also previously issued the following general obligation notes (collectively, the “Outstanding Notes”):

(a) General Obligation Temporary Notes, Series 2019C, dated December 12, 2019, outstanding in the principal amount of \$1,130,000; and

(b) General Obligation Temporary Notes (Taxable Under Federal Law), Series 2019D, dated December 12, 2019, outstanding in the principal amount of \$2,510,000;

WHEREAS, the Governing Body of the City has further determined that it is necessary to issue general obligation bonds to pay the principal of and interest on the Outstanding Notes and to finance certain public infrastructure improvements within the City; and

WHEREAS, the Governing Body of the City has further determined it is desirable and in the best interest of the City and its inhabitants to provide for the sale of general obligation bonds to finance certain sewer system improvements at the Kill Creek Water Resource Recovery Facility within the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS, AS FOLLOWS:

Section 1. The following bonds of the City (collectively, the “Bonds”), shall be offered at competitive public sale on August 2, 2021, at 11:00 a.m., Central Time, or at such other date and time approved by the City’s Finance Director, provided such date is a City Council meeting date:

Approximate Principal Amount	Name of Obligation	Series
\$5,100,000	General Obligation Refunding and Improvement Bonds	2021A (the “Series 2021A Bonds”)
\$2,255,000	General Obligation Bonds (Taxable Under Federal Law)	2021B (the “Series 2021B Bonds”)

Section 2. The Finance Director, in conjunction with Ehlers & Associates, Inc., the City’s Municipal Advisor, is authorized and directed to receive bids for the purchase of the Bonds on behalf of the City at the specified time and place and to deliver a report on all bids so received to the Governing Body at its meeting to be held at 7:00 p.m. on the sale date at which meeting the Governing Body shall review the bids and act on the acceptance of the best bid for each series of Bonds. Such bids may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the Finance Director, in consultation with the City’s Bond Counsel, Kutak Rock LLP, and Municipal Advisor, to be in the best interest of the City. The issuance of the Bonds is conditioned on receipt of an opinion of the City’s Bond Counsel to the effect that the Bonds have been validly issued and that the interest on the Series 2021A Bonds is exempt from federal income taxation subject to the standard exceptions. The inclusion of the refunding component in the Series 2021A Bonds is conditioned on net present value savings from the refunding in an amount acceptable to the Governing Body of the City.

Section 3. The Mayor and City Clerk are authorized to cause to be prepared and executed a preliminary official statement and notice of sale for use in connection with the public sale of the Bonds.

Section 4. The Finance Director is authorized and directed to give, or cause to be given, notice of the sale of the Bonds by publishing a summary of the notice of bond sale not less than six days before the date of the sale in the official City newspaper and the *Kansas Register* and by making copies of the notice of sale and preliminary official statement available to prospective purchasers of the Bonds.

Section 5. For the purpose of enabling the purchaser of the Series 2021A Bonds and the Series 2021B Bonds (collectively, the “Original Purchasers” or individually, an “Original Purchaser”) to comply with the requirements of Rule 15c2-12(b)(i) of the Securities and Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide each Original Purchaser a letter or certification to the effect that the City deems the information contained in the preliminary official statement to be “final” as of its date, except for the omission

of such information as is permitted by Rule 15c2-12(b)(i), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable each Original Purchaser to comply with the requirements of such Rule.

Section 6. The City agrees to provide to each Original Purchaser within seven business days of the date of the sale of the applicable series of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of each Original Purchaser, whichever is earlier, sufficient copies of the final official statement to enable the Original Purchasers to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 7. The City agrees to enter into a written agreement or contract on or before the date of delivery of each series of Bonds and to provide ongoing disclosure about the City for the benefit of the holders of each series of Bonds as required by Rule 15c2-12(b)(5)(1) of the Securities and Exchange Commission. The City may further designate Kutak Rock LLP, upon the request of the City, as an agent of the City for the purpose of obtaining and disseminating information in connection with the Rule.

Section 8. The City Administrator; the Finance Director; the City Clerk; the City's Bond Counsel; the Municipal Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds, including, but not limited to, providing notice of redemption for the Refunded Bonds and Outstanding Notes being refunded with proceeds of the Bonds.

Section 9. Resolution No. 2085 of the City, adopted June 21, 2021, is hereby repealed in its entirety.

Section 10. This Resolution shall be in full force and effect from and after its adoption.

[remainder of page left blank intentionally]

ADOPTED by the Governing Body of the City of Gardner, Kansas, on July 6, 2021.

CITY OF GARDNER, KANSAS

Mayor

(Seal)

ATTEST:

City Clerk

June 21, 2021

Pre-Sale Report for

City of Gardner, Kansas

\$5,100,000 General Obligation Bonds, Series 2021A



Prepared by:

Bruce Kimmel, CIPMA
Senior Municipal Advisor

Nick Anhut, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$29,150,000 General Obligation Bonds, Series 2021A
Purposes:	<p>The proposed Series 2021A issue includes financing for three purposes:</p> <ul style="list-style-type: none"> (1) Wastewater system improvements; (2) Current refunding of remaining Series 2011A Bonds; (3) Current refunding of remaining Series 2012A Bonds; and (4) Permanent financing for Series 2019C Temporary Notes. <p>Debt service for the wastewater system improvements will be paid from wastewater utility revenues. Debt service for the Series 2011A and 2012A refundings will be paid from the same sources as for the existing bonds. Debt service for the Series 2019C portion will be paid from benefit district revenues</p>
Authority:	The Bonds will be issued pursuant to the statutory authorities noted in the sale authorization resolution. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	<p>The Bonds are being issued for a term of 10 years for the wastewater system improvements, Series 2011A refunding, and Series 2019C refinancing, and a term of 11 years for the Series 2012A refunding. Principal on the Bonds will be due on October 1 in the years 2022 through 2032. Interest is payable every six months beginning April 1, 2022.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on October 1, 2028 or any date thereafter.</p>
Bank Qualification:	Because the City expects to issue more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.
Rating:	The City’s most recent bond issues were rated AA- / Stable by Standard & Poor’s. The City will request a new rating for the Bonds.
Basis for Recommendation:	The proposed general obligation issue is the most cost-efficient means of funding the specified purposes and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City’s historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.

Method of Sale/Placement:	<p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
Premium Pricing:	<p>In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or “discount”) but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this Bond issue, the City expects to use any net premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refinancing opportunities at this time, other than the Series 2011A and 2012A refundings included in this issue.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds. It files the required annual information itself and engages Kutak Rock to file material event notices, as applicable.</p>
Arbitrage Monitoring:	<p>Because the Bonds are tax-exempt securities, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any</p>

	<p>reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities, along with any applicable exemptions from the rules, will be detailed in the Closing Certificate prepared by your Bond Attorney and provided at closing. The City has retained Kutak Rock to assist in complying with these rules.</p>
Investment of Bond Proceeds:	<p>To maximize interest earnings, we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor and can assist the City in developing an appropriate investment strategy if needed.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Kutak Rock LLP</p> <p>Paying Agent: State of Kansas - Office of the State Treasurer</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	June 21, 2021
Due Diligence Call to review Official Statement:	Week of June 28, 2021
Distribute Official Statement:	July 1, 2021
Conference with Rating Agency:	Week of July 5, 2021
City Council Meeting to Award Sale of the Bonds:	July 19, 2021
Estimated Closing Date:	August 12, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Gardner, Kansas

\$5,100,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market Non-BQ AA- Rates plus 20bp

Total Issue Sources And Uses

Dated 08/12/2021 | Delivered 08/12/2021

	Wastewater System Improvements	Proposed Cur Ref 2011A	Proposed Cur Ref 2012A	Proposed Cur Ref 2019C Temp Notes	Issue Summary
Sources Of Funds					
Par Amount of Bonds	\$835,000.00	\$775,000.00	\$2,560,000.00	\$930,000.00	\$5,100,000.00
Transfers from Prior Issue CIF Funds	-	-	-	7,627.50	7,627.50
Transfers of Prior Issue Note Proceeds	-	-	-	226,641.51	226,641.51
Total Sources	\$835,000.00	\$775,000.00	\$2,560,000.00	\$1,164,269.01	\$5,334,269.01
Uses Of Funds					
Total Underwriter's Discount (0.900%)	7,515.00	6,975.00	23,040.00	8,370.00	45,900.00
Costs of Issuance	15,881.39	14,740.19	48,690.19	17,688.23	97,000.00
Deposit to Project Construction Fund	809,580.00	-	-	-	809,580.00
Deposit to Current Refunding Fund	-	755,000.00	2,487,447.15	1,137,627.50	4,380,074.65
Rounding Amount	2,023.61	(1,715.19)	822.66	583.28	1,714.36
Total Uses	\$835,000.00	\$775,000.00	\$2,560,000.00	\$1,164,269.01	\$5,334,269.01

City of Gardner, Kansas

\$5,100,000 General Obligation Bonds, Series 2021A

Issue Summary

Assumes Current Market Non-BQ AA- Rates plus 20bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	39,761.72	39,761.72	-
10/01/2022	455,000.00	0.550%	31,253.75	486,253.75	526,015.47
04/01/2023	-	-	30,002.50	30,002.50	-
10/01/2023	455,000.00	0.650%	30,002.50	485,002.50	515,005.00
04/01/2024	-	-	28,523.75	28,523.75	-
10/01/2024	465,000.00	0.850%	28,523.75	493,523.75	522,047.50
04/01/2025	-	-	26,547.50	26,547.50	-
10/01/2025	465,000.00	1.000%	26,547.50	491,547.50	518,095.00
04/01/2026	-	-	24,222.50	24,222.50	-
10/01/2026	480,000.00	1.200%	24,222.50	504,222.50	528,445.00
04/01/2027	-	-	21,342.50	21,342.50	-
10/01/2027	490,000.00	1.350%	21,342.50	511,342.50	532,685.00
04/01/2028	-	-	18,035.00	18,035.00	-
10/01/2028	495,000.00	1.400%	18,035.00	513,035.00	531,070.00
04/01/2029	-	-	14,570.00	14,570.00	-
10/01/2029	500,000.00	1.500%	14,570.00	514,570.00	529,140.00
04/01/2030	-	-	10,820.00	10,820.00	-
10/01/2030	505,000.00	1.600%	10,820.00	515,820.00	526,640.00
04/01/2031	-	-	6,780.00	6,780.00	-
10/01/2031	530,000.00	1.700%	6,780.00	536,780.00	543,560.00
04/01/2032	-	-	2,275.00	2,275.00	-
10/01/2032	260,000.00	1.750%	2,275.00	262,275.00	264,550.00
Total	\$5,100,000.00	-	\$437,252.97	\$5,537,252.97	-

Yield Statistics

Bond Year Dollars	\$30,824.17
Average Life	6.044 Years
Average Coupon	1.4185395%
Net Interest Cost (NIC)	1.5674486%
True Interest Cost (TIC)	1.5708911%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.9110669%

IRS Form 8038

Net Interest Cost	1.4185395%
Weighted Average Maturity	6.044 Years

City of Gardner, Kansas

\$835,000 General Obligation Bonds, Series 2021A

Wastewater System Improvements

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	6,337.26	6,337.26	-
10/01/2022	80,000.00	0.550%	4,981.25	84,981.25	91,318.51
04/01/2023	-	-	4,761.25	4,761.25	-
10/01/2023	80,000.00	0.650%	4,761.25	84,761.25	89,522.50
04/01/2024	-	-	4,501.25	4,501.25	-
10/01/2024	80,000.00	0.850%	4,501.25	84,501.25	89,002.50
04/01/2025	-	-	4,161.25	4,161.25	-
10/01/2025	80,000.00	1.000%	4,161.25	84,161.25	88,322.50
04/01/2026	-	-	3,761.25	3,761.25	-
10/01/2026	85,000.00	1.200%	3,761.25	88,761.25	92,522.50
04/01/2027	-	-	3,251.25	3,251.25	-
10/01/2027	85,000.00	1.350%	3,251.25	88,251.25	91,502.50
04/01/2028	-	-	2,677.50	2,677.50	-
10/01/2028	85,000.00	1.400%	2,677.50	87,677.50	90,355.00
04/01/2029	-	-	2,082.50	2,082.50	-
10/01/2029	85,000.00	1.500%	2,082.50	87,082.50	89,165.00
04/01/2030	-	-	1,445.00	1,445.00	-
10/01/2030	85,000.00	1.600%	1,445.00	86,445.00	87,890.00
04/01/2031	-	-	765.00	765.00	-
10/01/2031	90,000.00	1.700%	765.00	90,765.00	91,530.00
Total	\$835,000.00	-	\$66,131.01	\$901,131.01	-

Yield Statistics

Bond Year Dollars	\$4,788.65
Average Life	5.735 Years
Average Coupon	1.3809941%
Net Interest Cost (NIC)	1.5379275%
True Interest Cost (TIC)	1.5416929%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8988169%

IRS Form 8038

Net Interest Cost	1.3809941%
Weighted Average Maturity	5.735 Years

City of Gardner, Kansas

\$775,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2011A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	5,898.34	5,898.34	-
10/01/2022	75,000.00	0.550%	4,636.25	79,636.25	85,534.59
04/01/2023	-	-	4,430.00	4,430.00	-
10/01/2023	70,000.00	0.650%	4,430.00	74,430.00	78,860.00
04/01/2024	-	-	4,202.50	4,202.50	-
10/01/2024	75,000.00	0.850%	4,202.50	79,202.50	83,405.00
04/01/2025	-	-	3,883.75	3,883.75	-
10/01/2025	75,000.00	1.000%	3,883.75	78,883.75	82,767.50
04/01/2026	-	-	3,508.75	3,508.75	-
10/01/2026	80,000.00	1.200%	3,508.75	83,508.75	87,017.50
04/01/2027	-	-	3,028.75	3,028.75	-
10/01/2027	75,000.00	1.350%	3,028.75	78,028.75	81,057.50
04/01/2028	-	-	2,522.50	2,522.50	-
10/01/2028	80,000.00	1.400%	2,522.50	82,522.50	85,045.00
04/01/2029	-	-	1,962.50	1,962.50	-
10/01/2029	80,000.00	1.500%	1,962.50	81,962.50	83,925.00
04/01/2030	-	-	1,362.50	1,362.50	-
10/01/2030	80,000.00	1.600%	1,362.50	81,362.50	82,725.00
04/01/2031	-	-	722.50	722.50	-
10/01/2031	85,000.00	1.700%	722.50	85,722.50	86,445.00
Total	\$775,000.00	-	\$61,782.09	\$836,782.09	-

Yield Statistics

Bond Year Dollars	\$4,465.49
Average Life	5.762 Years
Average Coupon	1.3835468%
Net Interest Cost (NIC)	1.5397448%
True Interest Cost (TIC)	1.5435268%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8990619%

IRS Form 8038

Net Interest Cost	1.3835468%
Weighted Average Maturity	5.762 Years

City of Gardner, Kansas

\$775,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2011A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
10/01/2021	-	-	-	-
10/01/2022	85,534.59	85,534.59	91,145.00	5,610.41
10/01/2023	78,860.00	78,860.00	89,325.00	10,465.00
10/01/2024	83,405.00	83,405.00	92,505.00	9,100.00
10/01/2025	82,767.50	82,767.50	90,300.00	7,532.50
10/01/2026	87,017.50	87,017.50	93,095.00	6,077.50
10/01/2027	81,057.50	81,057.50	90,507.50	9,450.00
10/01/2028	85,045.00	85,045.00	92,920.00	7,875.00
10/01/2029	83,925.00	83,925.00	89,960.00	6,035.00
10/01/2030	82,725.00	82,725.00	92,000.00	9,275.00
10/01/2031	86,445.00	86,445.00	93,600.00	7,155.00
Total	\$836,782.09	\$836,782.09	\$915,357.50	\$78,575.41

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	71,208.28
Net PV Cashflow Savings @ 1.899%(AIC).....	71,208.28
Contingency or Rounding Amount.....	(1,715.19)
Net Present Value Benefit	\$69,493.09
Net PV Benefit / \$846,531.63 PV Refunded Debt Service	8.209%
Net PV Benefit / \$755,000 Refunded Principal...	9.204%
Net PV Benefit / \$775,000 Refunding Principal..	8.967%

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, KS

\$1,325,000 General Obligation Bonds, Series 2011A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2021	-	-	-	-	-
04/01/2022	-	-	13,072.50	13,072.50	-
10/01/2022	65,000.00	2.800%	13,072.50	78,072.50	91,145.00
04/01/2023	-	-	12,162.50	12,162.50	-
10/01/2023	65,000.00	2.800%	12,162.50	77,162.50	89,325.00
04/01/2024	-	-	11,252.50	11,252.50	-
10/01/2024	70,000.00	3.150%	11,252.50	81,252.50	92,505.00
04/01/2025	-	-	10,150.00	10,150.00	-
10/01/2025	70,000.00	3.150%	10,150.00	80,150.00	90,300.00
04/01/2026	-	-	9,047.50	9,047.50	-
10/01/2026	75,000.00	3.450%	9,047.50	84,047.50	93,095.00
04/01/2027	-	-	7,753.75	7,753.75	-
10/01/2027	75,000.00	3.450%	7,753.75	82,753.75	90,507.50
04/01/2028	-	-	6,460.00	6,460.00	-
10/01/2028	80,000.00	3.700%	6,460.00	86,460.00	92,920.00
04/01/2029	-	-	4,980.00	4,980.00	-
10/01/2029	80,000.00	3.700%	4,980.00	84,980.00	89,960.00
04/01/2030	-	-	3,500.00	3,500.00	-
10/01/2030	85,000.00	4.000%	3,500.00	88,500.00	92,000.00
04/01/2031	-	-	1,800.00	1,800.00	-
10/01/2031	90,000.00	4.000%	1,800.00	91,800.00	93,600.00
Total	\$755,000.00	-	\$160,357.50	\$915,357.50	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	5.931 Years
Average Coupon	3.6606693%
Weighted Average Maturity (Par Basis)	5.931 Years
Weighted Average Maturity (Original Price Basis)	5.931 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, Kansas

\$2,560,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2012A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	20,476.42	20,476.42	-
10/01/2022	210,000.00	0.550%	16,095.00	226,095.00	246,571.42
04/01/2023	-	-	15,517.50	15,517.50	-
10/01/2023	215,000.00	0.650%	15,517.50	230,517.50	246,035.00
04/01/2024	-	-	14,818.75	14,818.75	-
10/01/2024	220,000.00	0.850%	14,818.75	234,818.75	249,637.50
04/01/2025	-	-	13,883.75	13,883.75	-
10/01/2025	220,000.00	1.000%	13,883.75	233,883.75	247,767.50
04/01/2026	-	-	12,783.75	12,783.75	-
10/01/2026	225,000.00	1.200%	12,783.75	237,783.75	250,567.50
04/01/2027	-	-	11,433.75	11,433.75	-
10/01/2027	235,000.00	1.350%	11,433.75	246,433.75	257,867.50
04/01/2028	-	-	9,847.50	9,847.50	-
10/01/2028	235,000.00	1.400%	9,847.50	244,847.50	254,695.00
04/01/2029	-	-	8,202.50	8,202.50	-
10/01/2029	240,000.00	1.500%	8,202.50	248,202.50	256,405.00
04/01/2030	-	-	6,402.50	6,402.50	-
10/01/2030	245,000.00	1.600%	6,402.50	251,402.50	257,805.00
04/01/2031	-	-	4,442.50	4,442.50	-
10/01/2031	255,000.00	1.700%	4,442.50	259,442.50	263,885.00
04/01/2032	-	-	2,275.00	2,275.00	-
10/01/2032	260,000.00	1.750%	2,275.00	262,275.00	264,550.00
Total	\$2,560,000.00	-	\$235,786.42	\$2,795,786.42	-

Yield Statistics

Bond Year Dollars	\$16,243.44
Average Life	6.345 Years
Average Coupon	1.4515789%
Net Interest Cost (NIC)	1.5934208%
True Interest Cost (TIC)	1.5967083%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.9218864%

IRS Form 8038

Net Interest Cost	1.4515789%
Weighted Average Maturity	6.345 Years

City of Gardner, Kansas

\$2,560,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2012A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
10/01/2021	-	-	-	-
10/01/2022	246,571.42	246,571.42	255,931.26	9,359.84
10/01/2023	246,035.00	246,035.00	257,031.26	10,996.26
10/01/2024	249,637.50	249,637.50	258,031.26	8,393.76
10/01/2025	247,767.50	247,767.50	258,931.26	11,163.76
10/01/2026	250,567.50	250,567.50	259,731.26	9,163.76
10/01/2027	257,867.50	257,867.50	264,893.76	7,026.26
10/01/2028	254,695.00	254,695.00	264,550.00	9,855.00
10/01/2029	256,405.00	256,405.00	263,800.00	7,395.00
10/01/2030	257,805.00	257,805.00	267,337.50	9,532.50
10/01/2031	263,885.00	263,885.00	270,600.00	6,715.00
10/01/2032	264,550.00	264,550.00	272,950.00	8,400.00
Total	\$2,795,786.42	\$2,795,786.42	\$2,893,787.56	\$98,001.14

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	96,728.73
Net PV Cashflow Savings @ 1.922%(AIC).....	96,728.73
Contingency or Rounding Amount.....	822.66
Net Present Value Benefit	\$97,551.39
Net PV Benefit / \$2,662,159.04 PV Refunded Debt Service	3.664%
Net PV Benefit / \$2,480,000 Refunded Principal...	3.934%
Net PV Benefit / \$2,560,000 Refunding Principal..	3.811%

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, KS

\$3,995,000 General Obligation Bonds, Series 2012A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/01/2021	-	-	-	-	-
02/01/2022	-	-	30,465.63	30,465.63	-
08/01/2022	195,000.00	2.000%	30,465.63	225,465.63	-
10/01/2022	-	-	-	-	255,931.26
02/01/2023	-	-	28,515.63	28,515.63	-
08/01/2023	200,000.00	2.000%	28,515.63	228,515.63	-
10/01/2023	-	-	-	-	257,031.26
02/01/2024	-	-	26,515.63	26,515.63	-
08/01/2024	205,000.00	2.000%	26,515.63	231,515.63	-
10/01/2024	-	-	-	-	258,031.26
02/01/2025	-	-	24,465.63	24,465.63	-
08/01/2025	210,000.00	2.000%	24,465.63	234,465.63	-
10/01/2025	-	-	-	-	258,931.26
02/01/2026	-	-	22,365.63	22,365.63	-
08/01/2026	215,000.00	2.250%	22,365.63	237,365.63	-
10/01/2026	-	-	-	-	259,731.26
02/01/2027	-	-	19,946.88	19,946.88	-
08/01/2027	225,000.00	2.375%	19,946.88	244,946.88	-
10/01/2027	-	-	-	-	264,893.76
02/01/2028	-	-	17,275.00	17,275.00	-
08/01/2028	230,000.00	2.500%	17,275.00	247,275.00	-
10/01/2028	-	-	-	-	264,550.00
02/01/2029	-	-	14,400.00	14,400.00	-
08/01/2029	235,000.00	2.750%	14,400.00	249,400.00	-
10/01/2029	-	-	-	-	263,800.00
02/01/2030	-	-	11,168.75	11,168.75	-
08/01/2030	245,000.00	2.750%	11,168.75	256,168.75	-
10/01/2030	-	-	-	-	267,337.50
02/01/2031	-	-	7,800.00	7,800.00	-
08/01/2031	255,000.00	3.000%	7,800.00	262,800.00	-
10/01/2031	-	-	-	-	270,600.00
02/01/2032	-	-	3,975.00	3,975.00	-
08/01/2032	265,000.00	3.000%	3,975.00	268,975.00	-
10/01/2032	-	-	-	-	272,950.00
Total	\$2,480,000.00	-	\$413,787.56	\$2,893,787.56	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	6.274 Years
Average Coupon	2.6474702%
Weighted Average Maturity (Par Basis)	6.274 Years
Weighted Average Maturity (Original Price Basis)	6.274 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

City of Gardner, Kansas

\$930,000 General Obligation Bonds, Series 2021A

Proposed Cur Ref 2019C Temp Notes

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	7,049.70	7,049.70	-
10/01/2022	90,000.00	0.550%	5,541.25	95,541.25	102,590.95
04/01/2023	-	-	5,293.75	5,293.75	-
10/01/2023	90,000.00	0.650%	5,293.75	95,293.75	100,587.50
04/01/2024	-	-	5,001.25	5,001.25	-
10/01/2024	90,000.00	0.850%	5,001.25	95,001.25	100,002.50
04/01/2025	-	-	4,618.75	4,618.75	-
10/01/2025	90,000.00	1.000%	4,618.75	94,618.75	99,237.50
04/01/2026	-	-	4,168.75	4,168.75	-
10/01/2026	90,000.00	1.200%	4,168.75	94,168.75	98,337.50
04/01/2027	-	-	3,628.75	3,628.75	-
10/01/2027	95,000.00	1.350%	3,628.75	98,628.75	102,257.50
04/01/2028	-	-	2,987.50	2,987.50	-
10/01/2028	95,000.00	1.400%	2,987.50	97,987.50	100,975.00
04/01/2029	-	-	2,322.50	2,322.50	-
10/01/2029	95,000.00	1.500%	2,322.50	97,322.50	99,645.00
04/01/2030	-	-	1,610.00	1,610.00	-
10/01/2030	95,000.00	1.600%	1,610.00	96,610.00	98,220.00
04/01/2031	-	-	850.00	850.00	-
10/01/2031	100,000.00	1.700%	850.00	100,850.00	101,700.00
Total	\$930,000.00	-	\$73,553.45	\$1,003,553.45	-

Yield Statistics

Bond Year Dollars	\$5,326.58
Average Life	5.728 Years
Average Coupon	1.3808749%
Net Interest Cost (NIC)	1.5380112%
True Interest Cost (TIC)	1.5417647%
Bond Yield for Arbitrage Purposes	1.4130165%
All Inclusive Cost (AIC)	1.8993599%

IRS Form 8038

Net Interest Cost	1.3808749%
Weighted Average Maturity	5.728 Years

June 21, 2021

Pre-Sale Report for

City of Gardner, Kansas

\$2,255,000 Taxable General Obligation Bonds,
Series 2021B



Prepared by:

Bruce Kimmel, CIPMA
Senior Municipal Advisor

Nick Anhut, CIPMA
Senior Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	\$2,255,000 Taxable General Obligation Bonds, Series 2021B
Purposes:	<p>The proposed issue provides permanent financing for street and utility improvements in the Waverly Plaza Special Benefit District, via a refinancing of the City's Series 2019D Temporary Notes.</p> <p>Debt service will be paid from benefit district revenues.</p>
Authority:	The Bonds will be issued pursuant to the statutory authorities noted in the sale authorization resolution. The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	<p>The Bonds are being issued for a 20-year term. Principal on the Bonds will be due on October 1 in the years 2022 through 2041. Interest is payable every six months beginning April 1, 2022.</p> <p>The Bonds will be subject to prepayment at the discretion of the City on October 1, 2030 or any date thereafter.</p>
Rating:	The City's most recent bond issues were rated AA- / Stable by Standard & Poor's. The City will request a new rating for the Bonds.
Basis for Recommendation:	The proposed general obligation issue is the most cost-efficient means of funding the specified purpose and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. Moreover, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association.
Method of Sale/Placement:	<p>We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.</p> <p>We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.</p>
Premium Pricing:	Because this is a taxable transaction, Ehlers does not expect the winning bond underwriter to submit a "premium" pricing structure / proposal.

Review of Existing Debt:	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time, other than those included in the proposed Series 2021A Bonds.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
Continuing Disclosure:	<p>Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds. It files the required annual information itself and engages Kutak Rock to file material event notices, as applicable.</p>
Arbitrage Monitoring:	<p>The 2021B Bonds are taxable obligations and are therefore not subject to IRS arbitrage and yield restriction requirements.</p>
Other Service Providers:	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p>Bond Counsel: Kutak Rock LLP</p> <p>Paying Agent: State of Kansas - Office of the State Treasurer</p> <p>Rating Agency: Standard & Poor's Global Ratings (S&P)</p>

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	June 21, 2021
Due Diligence Call to review Official Statement:	Week of June 28, 2021
Distribute Official Statement:	July 1, 2021
Conference with Rating Agency:	Week of July 5, 2021
City Council Meeting to Award Sale of the Bonds:	July 19, 2021
Estimated Closing Date:	August 12, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule

Ehlers Contacts

Municipal Advisors:	Bruce Kimmel	(651) 697-8572
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

City of Gardner, Kansas

\$2,255,000 Taxable General Obligation Bonds, Series 2021B
Definitive Financing of Tax Temp Notes (Waverly Plaza), Series 2019D
Assumes Current Market Taxable AA- Rates plus 20bp

Sources & Uses

Dated 08/12/2021 | Delivered 08/12/2021

Sources Of Funds

Par Amount of Bonds	\$2,255,000.00
Transfers from Prior Issue Note Proceeds	328,911.09
Transfers from Prior Issue CIF Funds	21,962.50

Total Sources	\$2,605,873.59
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Uses Of Funds

Total Underwriter's Discount (1.200%)	27,060.00
Costs of Issuance	45,730.00
Deposit to Current Refunding Fund	2,531,962.50
Rounding Amount	1,121.09

Total Uses	\$2,605,873.59
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City of Gardner, Kansas

\$2,255,000 Taxable General Obligation Bonds, Series 2021B

Definitive Financing of Tax Temp Notes (Waverly Plaza), Series 2019D

Assumes Current Market Taxable AA- Rates plus 20bp

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/12/2021	-	-	-	-	-
04/01/2022	-	-	32,842.42	32,842.42	-
10/01/2022	90,000.00	0.600%	25,815.00	115,815.00	148,657.42
04/01/2023	-	-	25,545.00	25,545.00	-
10/01/2023	95,000.00	0.700%	25,545.00	120,545.00	146,090.00
04/01/2024	-	-	25,212.50	25,212.50	-
10/01/2024	95,000.00	1.000%	25,212.50	120,212.50	145,425.00
04/01/2025	-	-	24,737.50	24,737.50	-
10/01/2025	100,000.00	1.100%	24,737.50	124,737.50	149,475.00
04/01/2026	-	-	24,187.50	24,187.50	-
10/01/2026	100,000.00	1.350%	24,187.50	124,187.50	148,375.00
04/01/2027	-	-	23,512.50	23,512.50	-
10/01/2027	100,000.00	1.600%	23,512.50	123,512.50	147,025.00
04/01/2028	-	-	22,712.50	22,712.50	-
10/01/2028	100,000.00	1.750%	22,712.50	122,712.50	145,425.00
04/01/2029	-	-	21,837.50	21,837.50	-
10/01/2029	105,000.00	2.050%	21,837.50	126,837.50	148,675.00
04/01/2030	-	-	20,761.25	20,761.25	-
10/01/2030	105,000.00	2.150%	20,761.25	125,761.25	146,522.50
04/01/2031	-	-	19,632.50	19,632.50	-
10/01/2031	110,000.00	2.350%	19,632.50	129,632.50	149,265.00
04/01/2032	-	-	18,340.00	18,340.00	-
10/01/2032	110,000.00	2.400%	18,340.00	128,340.00	146,680.00
04/01/2033	-	-	17,020.00	17,020.00	-
10/01/2033	115,000.00	2.600%	17,020.00	132,020.00	149,040.00
04/01/2034	-	-	15,525.00	15,525.00	-
10/01/2034	115,000.00	2.700%	15,525.00	130,525.00	146,050.00
04/01/2035	-	-	13,972.50	13,972.50	-
10/01/2035	120,000.00	2.750%	13,972.50	133,972.50	147,945.00
04/01/2036	-	-	12,322.50	12,322.50	-
10/01/2036	125,000.00	2.850%	12,322.50	137,322.50	149,645.00
04/01/2037	-	-	10,541.25	10,541.25	-
10/01/2037	125,000.00	2.950%	10,541.25	135,541.25	146,082.50
04/01/2038	-	-	8,697.50	8,697.50	-
10/01/2038	130,000.00	3.000%	8,697.50	138,697.50	147,395.00
04/01/2039	-	-	6,747.50	6,747.50	-
10/01/2039	135,000.00	3.100%	6,747.50	141,747.50	148,495.00
04/01/2040	-	-	4,655.00	4,655.00	-
10/01/2040	140,000.00	3.300%	4,655.00	144,655.00	149,310.00
04/01/2041	-	-	2,345.00	2,345.00	-
10/01/2041	140,000.00	3.350%	2,345.00	142,345.00	144,690.00
Total	\$2,255,000.00	-	\$695,267.42	\$2,950,267.42	-

Yield Statistics

Bond Year Dollars	\$25,696.93
Average Life	11.396 Years
Average Coupon	2.7056438%
Net Interest Cost (NIC)	2.8109483%
True Interest Cost (TIC)	2.7961243%
Bond Yield for Arbitrage Purposes	2.6695946%
All Inclusive Cost (AIC)	3.0149445%

IRS Form 8038

Net Interest Cost	2.7056438%
Weighted Average Maturity	11.396 Years

Series 2021B TAX GO Bonds | SINGLE PURPOSE | 6/15/2021 | 1:55 PM



City of Gardner, Kansas

\$2,510,000 Taxable General Obligation Temporary Notes, Series 2019D

Waverly Plaza

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2021	-	-	-	-	-
10/01/2021	2,510,000.00	1.750%	21,962.50	2,531,962.50	2,531,962.50
Total	\$2,510,000.00	-	\$21,962.50	\$2,531,962.50	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	8/12/2021
Average Life	0.136 Years
Average Coupon	1.7499998%
Weighted Average Maturity (Par Basis)	0.136 Years
Weighted Average Maturity (Original Price Basis)	0.136 Years

Refunding Bond Information

Refunding Dated Date	8/12/2021
Refunding Delivery Date	8/12/2021

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 3

MEETING DATE: JULY 6, 2021

STAFF CONTACT: SHARON ROSE, CITY CLERK

Agenda Item: Consider adopting an ordinance amending Chapter 5.20.090 of the Municipal Code of the City pertaining to original package sales of alcoholic liquor

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends adopting an ordinance amending Chapter 5.20.090 of the Municipal Code of the City pertaining original package sales of alcoholic liquor.

Background/Description of Item:

In May, the 2021 State Legislature passed House Bill 2137, amending Kansas liquor laws. This bill includes authorizing Sunday sales for Retail Liquor Store and Cereal Malt Beverage (CMB) Retailers to begin as early as 9:00 a.m. in cities or counties where Sunday sales have been authorized. Sunday sales have been authorized in the City of Gardner since November 2004.

In order to comply with this change, the city must adopt an ordinance authorizing Sunday sales before noon. This ordinance is subject to a 60-day waiting period, during which a petition for an election can be filed.

Financial Impacts:

None.

Attachments:

Ordinance No. 2709

Suggested Motion:

Adopt Ordinance No. 2709, an ordinance amending Chapter 5.20.090 of the Municipal Code of the City of Gardner, Kansas, entitled "Opening and Closing Hours and Dates of Sale"

ORDINANCE NO. 2709

AN ORDINANCE AMENDING CHAPTER 5.20.090 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS, ENTITLED "OPENING AND CLOSING HOURS AND DATES OF SALE"

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: Chapter 5.20.090 of the Municipal Code of the City of Gardner, Kansas entitled "OPENING AND CLOSING HOURS AND DATES OF SALE" is hereby amended to read as follows.

5.20.090 **Opening and Closing hours and dates of sale**

No person, firm, corporation or partnership is authorized to sell at any retail alcoholic liquor establishment liquor in the original package before the hour of 9:00 a.m. or after the hour of 11:00 p.m. on Monday through Saturday, or before the hour of 9:00 a.m. or after the hour of 8:00 p.m. on Sunday, and is prohibited at any time on Thanksgiving Day, Christmas Day, or Easter, within the corporate limits of the City.

SECTION TWO: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION THREE: This Ordinance shall be published once each week for two consecutive weeks in the official City newspaper.

SECTION FOUR: This ordinance shall take effect 61 days after final publication, unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided in K.S.A 41-2911, in which case this ordinance shall become effective upon approval by a majority of the electors voting thereon.

PASSED by the City Council on this 6th day of July, 2021.

SIGNED by the Mayor on this 6th day of July, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

Steve Shute, Mayor

Attest:

Sharon Rose, City Clerk

Approved as to form:

Ryan Denk, City Attorney

COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 4

MEETING DATE: JULY 6, 2021

STAFF CONTACT: AMY NASTA, DEPUTY CITY ADMINISTRATOR

Agenda Item: Consider adopting an ordinance amending Chapter 10.15.050 of the Municipal Code of the City pertaining to truck route violations

Strategic Priority: Quality of Life

Department: Administration

Staff Recommendation:

Staff recommends adopting an ordinance amending Chapter 10.15.050 of the Municipal Code of the City pertaining to truck route violations.

Background/Description of Item:

At the June 21, 2021 regular City Council meeting, the Governing Body provided consensus for staff to return with an ordinance increasing fines for truck routes to \$200.00. The attached ordinance fulfills this request.

Attachments:

Ordinance No. 2710

Suggested Motion:

Adopt Ordinance No. 2710, an ordinance amending Chapter 10.15.050 of the Municipal Code of the City of Gardner, Kansas, entitled "Violation - Penalty"

ORDINANCE NO. 2710

AN ORDINANCE AMENDING CHAPTER 10.15.050 OF THE MUNICIPAL CODE OF THE CITY OF GARDNER, KANSAS, ENTITLED "VIOLATION - PENALTY"

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS:

SECTION ONE: Chapter 10.15.050 of the Municipal Code of the City of Gardner, Kansas entitled "Violation - Penalty" is hereby amended to read as follows.

10.15.050 **Violation - Penalty**

Any person, firm, or corporation who violates the provisions of this chapter is guilty of a public offense and upon conviction thereof shall be fined \$200.00 for each offense.

SECTION TWO: All other ordinances not in conformity herewith are hereby repealed or amended to conform hereto.

SECTION THREE: That this Ordinance shall take effect and be in force from and after its adoption by the Governing Body and publication in the official City Newspaper.

PASSED by the City Council on this 6th day of July, 2021.

SIGNED by the Mayor on this 6th day of July, 2021.

CITY OF GARDNER, KANSAS

(SEAL)

Steve Shute, Mayor

Attest:

Sharon Rose, City Clerk

Approved as to form:

Ryan Denk, City Attorney

City of Gardner, KS

Council Actions

July 6, 2021

The City Council took the following actions at the July 6, 2021, meeting:

1. Approved the minutes as written for the regular meeting on June 21, 2021. (Passed unanimously)
2. Approved City expenditures prepared June 18, 2021 in the amount of \$601,734.93; June 25, 2021 in the amount of \$554,164.34; and June 25, 2021 in the amount of \$47,960.55. (Passed unanimously)
3. Authorized the City Administrator to execute an agreement with Stantec Consulting Services, Inc. to assess and rate the pavement condition of the City's street network in an amount not to exceed \$37,552.00. (Passed unanimously)
4. Adopted Resolution No. 2086, a resolution providing the authority to award a contract and commit city funds with KDOT for the Moonlight Safe Routes to School Project in the amount of \$229,000. (Passed unanimously)
5. Adopted Resolution No. 2087, a resolution authorizing the offer for public sale of certain General Obligation Bonds of the City of Gardner, Kansas, and repealing Resolution No. 2085 of the City. (Passed unanimously)
6. Adopted Ordinance No. 2709, an ordinance amending Chapter 5.20.090 of the Municipal Code of the City of Gardner, Kansas, entitled "Opening and Closing Hours and Dates of Sale". (Passed unanimously)
7. Adopted Ordinance No. 2710, an ordinance amending Chapter 10.15.050 of the Municipal Code of the City of Gardner, Kansas, entitled "Violation - Penalty". (Passed unanimously)